Recording Instructions:
Grantor Index: Owner(s)
Grantee Index: Metropolitan Sewer Subdistrict

FILED S.C. 1981 AM '81 ERSLEY



STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

# AGREEMENT

Whereas, the undersigned Owner(s) have received a permit from The Metropolitan Sewer Subdistrict, 294 South Pleasantburg, Dr. Greenville, S.C. 29607 (the "Subdistrict") for a sewer tap to serve the following described property (the "Property"): P-32-1-81 Tamarack Trail Piedmont Park; and

Whereas, payment for said sewer tap is now due in full, but Owner(s) have requested that they be allowed to pay the tap fee in installments, and the Subdistrict has agreed to such request, subject to the terms and conditions of this Agreement,

Now, therefore, it is covenanted and agreed as follows:

(1) The total tap fee currently due from Owner(s) to the Subdistrict for the Property is $ 400.00.

(2) Owner(s) agree to pay said tap fee in installments as follows: (a) $ 100.00 paid down at this time; (b) the balance of $ 300.00 to be paid in equal annual installments of $ 100.00 each, plus interest on the unpaid balance at the rate of eight (8%) percent per annum, commencing one year from this date. All accrued interest shall be due and payable annually, together with the annual principal payment. Each payment shall be made when due at the business office of the Subdistrict in Greenville, South Carolina.

(3) If any installment is not paid when due, then the entire unpaid balance of the tap fee shall immediately become due and payable, together with interest at the rate of eight (8%) percent per annum which shall continue to accrue until full payment is made.

(4) If the tap fee or any installment or interest payment is not paid when due, the Subdistrict or its successors or any other appropriate agency shall at its option be entitled to disconnect the sewer connection serving the Property.

(5) This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. The obligation for payment of the tap fee according to the schedule set forth herein shall run with the Property and shall constitute a continuing obligation of all successors in title to the property until paid in full, including all interest which may be due. In the event it becomes necessary to turn the collection of any balance in default over to an attorney, then a reasonable attorneys fee shall be added to the amounts due under this Agreement and may be collected as a part thereof.

(6) Owner(s) acknowledge receipt of a copy of this Agreement.

Witness our hands and seals this 9th day of December, 1980.

In the Presence of:

Julia Smith
Joel H. Culler

Julia Smith
Joel H. Culler

OWNER(S)

Richard Olfert
Type or Print Name: Richard Olfert

Eva M. Olfert
Type or Print Name: Eva Olfert

Type or Print Name:

METROPOLITAN SEWER SUBDISTRICT

By Lawrence C. Robinson
Title: Manager

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