

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

BOOK 1630 PAGE 433

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

FILED  
GREENVILLE S.C.  
OCT 12 2 21 PM '83

AGREEMENT  
No. 164

Whereas, the undersigned Owner(s) have received a permit from The Metropolitan Sewer Subdistrict, 294 South Pleasantburg Rd., Greenville, S. C. 29607 (the "Subdistrict") for a sewer tap to serve the following described property (the "Property"):

543.4-1-6.04  
167 Howell Circle  
E. Greenville; 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 upon the signing of this agreement; (b) the balance of \$ 300.00 to be paid in equal annual installments of \$ 100.00 each commencing one year from this date and continuing on the same day of each succeeding year until fully paid, and (c) together with interest from this date on the unpaid balance at the rate of eight (8%) percent per annum. 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 or at such place as the Subdistrict shall direct in writing.

(3) If the tap fee to be paid under this agreement or any installment or interest payment is not paid when due, then the Subdistrict or its successors or assigns or any other appropriate agency shall be entitled to exercise, at its option, any or all of the following rights and remedies in addition to such other and further remedies as may be available to it under applicable law:

- (a) to declare the entire unpaid balance of the tap fee immediately due and payable together with interest at the rate of eight (8%) percent per annum which interest shall continue to accrue until full payment is made;
- (b) to declare this agreement null and void in which event all sums paid prior to the default in payment shall be liquidated damages to the Subdistrict and all permits for sewer connection to the Property shall be revoked; and
- (c) to disconnect the sanitary sewer connection serving the Property.

(4) This Agreement shall be binding upon and inure to the benefit of 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.

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

Witness our hands and seals this 25 day of July, 19 83

In the Presence of:

OWNER(S)

Barteen Hummer

Robert Phillip Furness

Barteen Hummer

Robert Phillip Furness

Marvin K. Falletta  
Type or Print Name: Marvin Falletta

Patricia Falletta  
Type or Print Name: Patricia Falletta

Type or Print Name: \_\_\_\_\_

METROPOLITAN SEWER SUBDISTRICT

By: Louise C. Ashmore  
Title: General Manager

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