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GREER COMMISSION OF PUBLIC WORKS (GCPW) WATER AND SEWER AGREEMENT (SAWS 1-2012)

This agreement between the Greer Commission of Public Works, hereinafter referred to as GCPW, and the applicant hereinafter referred to as the customer, as follows, to-wit:

Customer desires to purchase water and sewer from GCPW for property they own as listed on the Application for Service; therefore, has entered into a water/sewer agreement as required by GCPW and paid applicable tap and capacity fees.

GCPW acknowledges receipt of the tap and capacity fees for water and sewer service at the above described property.

Customer acknowledges that the water and sewer tap fees paid is for one connection, is applicable only for the above described property and is not to be transferable to any other location without special approval by the GCPW General Manager. Such special approval by the GCPW General Manager shall only be granted in circumstances which he/she deems extraordinary.

For water usage, the customer shall install and maintain at his/her own expense a service line that shall begin at the GCPW's meter and extend to the dwelling or commercial building.

For sewer usage, the customer shall install and maintain at his/her own expense a service line that shall begin at GCPW's collection line and extend to the dwelling or commercial building. The service line shall connect with the collection line of GCPW at the nearest practical location, provided GCPW has determined in advance that GCPW's sewer system has sufficient capacity to permit service at that point. GCPW in its sole discretion shall determine how practical the connection location is and will inspect sewer line to ensure it meets GCPW's specifications.

Furthermore, GCPW shall not be required or obligated to install any service lines along or within any private easement or other property interest, held by the Customer or any other person, established for access to the Customer's property.

Customer agrees to properly abandon his/her own septic tank at his/her expense if connection is made to GCPW's collection system for sewer usage.

Customer shall pay for water and sewer services on a monthly basis at such rates determined by GCPW.

Customer agrees to inform purchasers of the above described property of the existence of this agreement.

In any litigation between Customer and GCPW which relates to the terms and provisions of this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and cost from the losing party.