

**AGREEMENT BETWEEN
JACABB UTILITIES, LLC
AND PROPERTY OWNER**

This Agreement is hereby entered into between the Property Owner, the record owner of the Lot of The Cliffs at Keowee Springs, Pickens County, South Carolina listed in the accompanying Service Application (the "Property"), and JACABB Utilities, LLC (the "Utility"), a licensed utility company in the State of South Carolina (Property Owner and JACABB collectively referred to herein as the "Parties").

WHEREAS JACABB provides sewer service at the Property within Keowee Springs;
and

WHEREAS South Carolina Department of Environmental Services (SCDES) requires an executed agreement between Property Owner and Utility when an effluent pump and septic tank is located on the Property, and a home on the Property connects to the Keowee Springs wastewater collection system ("WWCS") at a low pressure line owned by JACABB; and

WHEREAS the Parties wish to enter into this Agreement in order to establish JACABB's right to access the Property to repair and service the pump, and set forth the Parties' respective rights and obligations with regard to the operation, repair, and service of the effluent pump;

THEREFORE, for good and valuable consideration, including the mutual promises set forth herein, JACABB and the Property Owner agree as follows:

EASEMENT AND RIGHT OF WAY

1. Property Owner warrants that he or she is the owner of record for the Property, the pump and appurtenances, and is legally authorized and entitled to enter into this Agreement.

2. Property Owner here by grants and conveys to the Utility an easement and right of way on, over and across the Property necessary for the Utility to repair and service the pump, as set forth herein. This easement and right of way includes extending to the Utility, its agents, servants, and employees, the right to enter upon the Property at any and all times to the extent necessary to service, repair, and/or replace the pump station located thereon.

3. Property Owner agrees and warrants to immediately notify the Utility in writing in the event the Property Owner intends to sell or lease the Property and, in any event, Property Owner shall notify the Utility in writing at least ten (10) days prior to closing on said sale or entering into said lease, identifying the purchaser or lessee, including his or her full name, address, and telephone number. Property Owner also agrees to provide the purchaser and/or lessee with a copy of this Agreement at least ten (10) days prior to closing or entering into said lease.

4. In the event the Property Owner leases the Property and said lessee becomes the customer of the Utility in lieu of the Property Owner, Property Owner will provide a copy of this Agreement to the lessee at least ten (10) days prior lessee's occupation of the Property. In the event that Property Owner leases the Property, Property Owner will still retain its obligations under this Agreement, but will notify Lessee that he or she is leasing the property subject to the easement and right of way and all other applicable obligations set forth herein.

5. The Property Owner, Lessee, owner's tenants, and other occupants agree to indemnify and hold JACABB harmless from any loss or damage that may directly or indirectly be occasioned by use or maintenance of the sewer service line.

PROPERTY OWNER OBLIGATIONS

1. In the case of new construction that includes the installation of an effluent pump/septic tank:

a. Property Owner will submit its plan for the pump installation to the Utility for approval prior to installation;

b. Utility will specify the pump size and type necessary to adequately serve the Property;

c. Utility will specify the proper design and installation of the pump, check valves, alarm or other warning device, electrical service, service line, inspection ports, and other appurtenances necessary to adequately serve the Property (collectively, the "pump system").

2. Property Owner shall provide and service, and/or insure that Lessee provides and maintains, adequate electrical power to the pump at all times.

3. Property Owner shall assure the Utility all ingress to and egress from and around the Property necessary for inspection and repair purposes, and shall inform any Lessee that he or she, in leasing the Property, also undertakes such obligations.

4. Property Owner shall not introduce non-biodegradable or harmful products, including those specified by the Utility, into Customer's sewer lines leading to the pump, and shall inform any Lessee that he or she, in leasing the Property, also undertakes such obligations.

5. Property Owner shall immediately notify the Utility in the event of a spill or other malfunction of the pump and shall inform any Lessee that he or she, in leasing the Property, also undertakes such obligations.

6. Property Owner shall bear the cost of any repair or service of the pump, as more fully set forth below.

In the event that the Utility determines, in its sole discretion, that any portion of the Property Owner's pump system is in need of repair, service, and/or replacement, the Utility shall have such work performed by one or more third party contractor in a timely and workman like fashion.

In the event that the work described in the preceding paragraph will cost \$750 or less, then the Utility will have the work performed as necessary. In the event that such work will cost more than \$750, the Utility will attempt to contact the Property Owner to determine if the Property Owner desires for the Utility to proceed with the repair, service, and/or repair of the pump system. If in the Utility's sole discretion the situation constitutes an emergency (i.e., sewage being released to the environment or a release is imminent, fire hazard, safety hazard, etc.), the Utility may immediately disconnect the customer's sewer service lines from the Utility system and contact the Property Owner before proceeding to have the work completed by the contractor. If the Utility is unsuccessful in its attempt to reach the Property Owner, then the Utility may proceed with the disconnection of the customer's sewer service lines from the Utility

system (if warranted) and contact the Property Owner before proceeding to have the work completed by the contractor. The Property Owner will notify the Utility in writing whether to repair the system immediately or refrain from proceeding with the work. In the event the Property Owner decides for the Utility to refrain, the Utility shall continue the Property Owner's disconnection from the system until the Property Owner notifies the Utility in writing to proceed.

Upon completion of such work, the Utility shall present to the Property Owner an invoice for all costs, including parts and third party labor, expended by the third party contractor(s) in the performance of such work. The Property Owner agrees that he or she shall pay the Utility the amount set forth on the subject invoice within thirty (30) days of the date of the invoice.

7. On such regular intervals as the Utility deems prudent, upon discovery that excessive solids have accumulated in the interceptor tank, or for any instance when a customer's interceptor tank is in need of access, pumping, cleaning, maintenance/repair, or requires any work ("Pumping Charge") related to a Pumping Charge, the Utility shall provide an estimate of the actual cost of the Pumping Charge to that customer for the specified work to be done. Should a customer choose, the customer may seek quotes/estimates from third-party vendors not affiliated with the Utility. The Utility shall not proceed with any work related to an interceptor tank until such time as the Utility secures the customers approval, in writing, for the work to be performed.

If the customer chooses to have the Utility perform the work associated with the interceptor tank, then the cost charged to the customer shall not exceed the estimate of the actual cost the Utility provided to the customer (whether the work is performed by the Utility or if the Utility utilizes a third-party vendor). If the customer chooses to contract with a third-party vendor, then the Utility may oversee the work but will not charge the affected customer for the personnel and overhead costs incurred in managing the work. The customer shall utilize third-party vendors who meet and operate with all required qualifications and certifications/licenses and adhere to any laws and regulations related to pumping of an interceptor tank. The customer shall provide the Utility with sufficient documentation to demonstrate the work was performed by the third-party vendor.

The Pumping Charge, if performed by the Utility or its subcontractor, will be included as a separate line item on the next regular billing to the customer. Alternatively, at the customer's request, the Pumping Charge may be billed to the customer in twelve (12) equal monthly installments.

Emergency Condition Authority: Should a condition arise that presents a health risk to the customer, the public, or the environment, the Utility shall have the authority to proceed with pumping a customer's interceptor tank. The Utility shall present, upon request, evidence supporting the need for immediate action.

In the event that Property Owner or any Lessee fails to perform any of their obligations under this Agreement, Utility shall have the right to terminate sewer service to the Property in accordance with the requirements and procedures established by the South Carolina Public Service Commission.

UTILITY OBLIGATIONS

1. In exchange for the right and obligations set forth herein, the Utility shall be directly responsible for the repair and service of the subject pump system.

2. Utility agrees to repair and service the pump system and keep it in operation as follows:

a. Installation of individual pumps and associated appurtenances will be under the supervision of the Utility.

b. Effluent piping from pump to collection tap will be under the supervision of the Utility.

c. The Utility shall maintain a reasonable pump inventory of parts for the currently approved model.

d. Utility shall specify the currently approved model pump, which the Property Owner may obtain from the Utility, the pump manufacturer, or any third party distributor approved for warranty purposes by the pump manufacturer.

The Property Owner and the Utility shall be subject to all other rules, regulations, and tariff provisions otherwise applicable to Utility's provision of sewer service to the Property Owner. To the extent that any of the provisions set forth herein conflict with such other rules, regulations, and tariffs, the provisions of this Agreement shall govern.

This Agreement is hereby entered into as of the date of submission of the accompanying Service Application and the Property Owner's signature in the Service Application serves as acknowledgement and acceptance of this Agreement.