

Vol. 85—Title to Real Estate.

State of South Carolina,

County of Greenville.

This Indenture made on this the 20th, day of November, A.D. 1911, by and between Colonia Company, a corporation duly chartered under and by virtue of the laws of said State, (hereinafter referred to as the "Owner"), party of the first part and Suburban Land Company, a corporation duly chartered under and by virtue of the laws of said State, (hereinafter referred to as the "Lessee"), party of the second part, Witnesseth:

That in consideration of the sum of Two hundred dollars (\$200.00) paid by the said lessee at and before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged, the said owner has granted, bargained, sold and released and does hereby grant, bargain, sell and release unto the said lessee the right, privilege and easement to construct, maintain and repair a sewer of reasonable size from a point on the Franklin Road to a point on Langston's Creek below the plant of the Union Bleaching & Finishing Company in said County and State; all in substantial accordance with a blue print made by F.G. Rogers, Surveyor, hereunto attached and made a part thereof.

And for the consideration aforesaid, the said owner for itself and its successors and assigns, covenants and grants with and to the said lessee and its successors and assigns, that it shall be lawful for it, the said lessee and its successors and assigns, and their agents, servants and any other person or persons for their benefit and advantage at all reasonable times freely to pass and repass on foot or with animals, vehicles, loads or otherwise over, along and across the strip of land lying over and immediately adjacent to said sewer for the purpose of constructing, maintaining, repairing and (in case of the destruction of said sewer), replacing the same.

And the said lessee for itself, and its successors and assigns hereby covenants with the owner and its successors and assigns that it, the said lessee, and its successors and assigns will from time to time and at all times hereafter at its or their own cost and expense, construct, maintain and repair said sewer in a proper, substantial, workmanlike and sanitary manner and equip the same with all necessary flush tanks and with the best and most approved sanitary appliances of all kinds and will keep the same so equipped and in perfect sanitary condition in all respects, and will pay all damages and costs to crops, property or persons caused by or resulting from any act or neglect done or suffered by the said lessee or its successors or assigns, or its or their servants or agents in constructing, maintaining, repairing or re-constructing said sewer or in any manner relating thereto; and that it, the said lessee and its successors and assigns, will pay all damages and costs to crops, property or persons caused by or resulting from any act or neglect done or suffered by the said lessee or its successors or assigns, or its or their servants or agents in constructing, maintaining, repairing or reconstructing said sewer or in any manner relating thereto; and that it, the said lessee and its successors and assigns, will pay all taxes and assessments charged or levied upon or against the said sewer.

It is further mutually agreed that the above stated conditions regarding the equipping of said sewer with flush tanks or sanitary appliances and the keeping of the same in perfect repair and perfect sanitary condition are conditions subsequent and that upon any violation thereof or any failure to observe and keep the same the said owner or its successors or assigns, or its or their agents shall have the right at any time to enter upon the premises hereby granted and to resume possession of the same and to obstruct or destroy the said sewer; and to prevent the use thereof by the said lessee and its successors and assigns.

(Over)