

State of South Carolina, County of Greenville.

Know all men by these Presents: That we, J. W. Stephens and W. L. Shook of said County and State, for and in Consideration of the terms, conditions and Privileges hereinafter expressed, and the sum of Two hundred Fifty Dollars (\$250.00) to run in Hand Paid by Greater Greenville Sewer District Commission of Greenville, S. C., the receipt whereof is hereby acknowledged, do hereby grant unto the said Greater Greenville Sewer District Commission its successors and assigns, the right, Privilege and easement to go in and upon that tract or lot of land, also to enter into any building that might be erected thereon, situate in the city of Greenville in said County and State, the same being described as follows:

Lot #7 of Sub-division of H. H. Kiffin, beginning at a Point in the S.E. Side of East North Street at the corner of an 8' Alley between lots #6 and #7; thence S. 70-04 W. 60' with the S.E. line of East North street; thence S. 35-45 E. 117'; thence S. 37-40 W. 72.5' to corner of lot #5; thence N. 73-48 W. 65' to the corner of an 8' alley; thence with the Easterly line of said alley N. 9-13 W. 115.5' to Point of beginning, and to construct, maintain in and upon and use in, upon, and through said Premises in a Proper Manner with necessary apparatus and Appliances such as Machinery air vents, Manholes, blow off connection and any and every other necessary and proper attachment Pipe lines for sewerage Purposes through the Premises above described, together with the right at all times to enter in and upon said Premises for the Purpose of inspecting and making necessary repairs and alterations thereon of said line, together with the right to cut away and keep clear of said Pipe lines all trees and other obstructions that may in any way endanger the Proper operation of same.

It is understood and agreed that the amount of Two hundred fifty dollars (\$250.00) above specified is in Payment for damages caused the grantor by reason of the occupancy of the Paint Shop of said grantor by the grantee for the Purpose of installing a sewer line, and that said amount covers a Period of time from 6:00 O'clock P.M. on Friday to 7:00 O'clock on Tuesday A.M. next following. It is further agreed that for each and every working day in excess of the time specified above that the grantee shall occupy the Paint shop of the grantor the sum of Twenty Five Dollars (\$25.00) shall be Paid to the grantee by the grantee.

It is understood and agreed that the easement herein granted shall extend throughout the Property of the grantor; the center line of said easement coinciding with and extending the entire length of the center line of a 15" Sewer line now installed and in service throughout said Property; it being the intention to remove the present 15" sewer line and install a new sewer line in the same location.

It is understood and agreed that for the Purpose of and

during construction and operations Preliminary thereto the width of this easement shall be such as the grantee shall deem necessary for the Purposes herein specified, and that after Construction the width of this easement for Purposes of inspection and maintenance shall be fifteen (15') feet, 1 $\frac{1}{2}$ ' on each side of the Center line of the Sewer Pipe.

It is understood and agreed that this easement is to be used during the construction, inspection or maintenance of said Pipe line, and with the exception of the right of Greater of Greenville Sewer District Commission, its agents, servants and employees, successors and assigns, to inspect said Pipe line and to enter at any place to make repairs, the owner has the same Privilege and right as he now has to use the land, including the right to erect any structure thereon. Provided, however, that if any structure is erected thereon no Part of said structure shall impose any load whatever on the Sewer Pipe.

It is further agreed as a part of the consideration hereof that the grantor herein, his heirs and assigns may make taps or connections with said Pipe line at his expense. Provided, however, that such connections or taps be made only under the supervision and rules of the Engineers representing Greater Greenville Sewer District Commission.

It is further understood and agreed that in case of future damage to Property due from any accident in said Pipe line that Greater Greenville Sewer District Commission shall pay reasonable damage therefor.

It is further understood and agreed that if the floor in the Building through which the Sewer line is installed is removed or damaged the same shall be replaced or put in as good condition as it was at the time said building was entered by the grantee.

The Payment and Privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said easement and the construction and maintenance of said Pipe line through said Premises.

In witness whereof the said J. W. Stephens and W. L. Shook do hereby set their hand and seal this 17 day of September 1928.

J. W. Stephens.
W. L. Shook.

signed, sealed and delivered in the presence of:
C. D. Fry.

Charles Ball.

State of South Carolina, County of Greenville;

Personally appeared before me C. D. Fry, and made oath that he saw the within named J. W. Stephens and W. L. Shook sign, seal and as their act and deed.