

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
FILED GREENVILLE CO. S. C.
MAY 10 11 01 AM 1958

EASEMENT

This agreement entered into this the 10th day of April, 1958 by and between John R. Rainey, James D. Shives, Monroe L. Turner, Harold D. Carter, Fred A. Bettis and Ralph C. McBride, as Trustees of the Northside Methodist Church of Greenville, South Carolina, hereinafter referred to as the First Party and the Congregation Beth Israel of Greenville, South Carolina, a Corporation, hereinafter referred to as the Second Party, WITNESSETH:

WHEREAS, the first party is the owner of certain property located on Summit Drive in the City of Greenville, which property adjoins in certain places the property owned by the second party, which is also located on Summit Drive in the City of Greenville, all of which more fully appears on a certain plat prepared by Beacham and Wood, Architects and Engineers, dated January 25, 1958, being recorded in the R. M. C. Office for Greenville County in Plat Book _____ at Page _____, reference to which is hereby craved, and

WHEREAS, the second party is now in the process of erecting a synagogue on its property and said party desires to connect its sewer line to the line belonging to first party and second party desires a permanent easement for conveying sewage under the land of first party's property, as more fully appears on the proposed sewer line shown on the above recorded plat, and

WHEREAS, the first party respects those with beliefs other than its own, and is interested and happy in aiding second party whenever possible.

NOW THEREFORE, in consideration of the premises and in the further consideration of the sum of \$1.00 paid by the second party to the first party, the receipt of which is hereby acknowledged, the first party does hereby grant the right, privilege and easement to the second party, its successors and assigns, to connect its sewer line onto the sewer line belong to the first party, and the first party does further grant to the second party, its successors and assigns, an easement and right-of-way for the exclusive purpose of conveying sewage through the sewer line located on the first party's property, which sewer line is more clearly shown on the above mentioned recorded plat. Said easement shall be equally shared and enjoyed with the first party.

It is expressly agreed as a part of the consideration for the granting of said easement that the second party shall bear all costs of constructing its sewer line and connecting the same with the line belonging to the first party. That second party shall further bear all cost of maintaining its sewer line up to the point of said connection. It is further agreed that the construction of second party's sewer line shall be according to accepted standards and shall contain all attachments as necessary for proper operation and as required by the proper authorities of the City of Greenville.

It is further agreed that first party and second party shall jointly bear the expense of inspecting and maintaining the sewer line owned by the first party and being used jointly by both parties.

In Witness Whereof, the parties hereto have set their hands and seals at Greenville, South Carolina, on the day and year as first written above.

In the presence of:
Margie C. Liddle
C. M. Gaffney Jr.

NORTHSIDE METHODIST CHURCH
By: John R. Rainey (SEAL)
Fred A. Bettis (SEAL)
Monroe L. Turner (SEAL)
Harold D. Carter (SEAL)
Ralph C. McBride (SEAL)
As Trustees of the Northside Methodist Church

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