

W. E. Harvey, Jr.  
c/o Greer Builders Supply  
105 Stewart Avenue  
Greer, SC 29651  
G24-14-5

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GREENVILLE CO S.C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE )  
W. E. HARVEY, JR. (GRANTOR)  
R.M.C.) EASEMENT

KNOW ALL MEN BY THESE PRESENTS that W. E. Harvey, Jr. in consideration of ten (\$10) dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto the City of Greer, its successors and assigns forever:

A Drainage Easement on the below described property, with the following metes and bounds: Beginning at a point at the joint rear corner of lots 22 and 25 thence running with the joint side line of lots 22 and 25 S17-34E 111.6 feet to the front corner of lots 22 and 25 on Anderson Street; thence running the front property line of lot 25, 6 feet to the east to a point; thence running N17-34W 111.6 feet to a point; thence running S87-49W, 6 feet to the point of beginning; as shown on a plat to be recorded herewith in Plat Book 9m at page 33.

The property on which this easement is located is more adequately described as follows: All that piece, parcel or lot of land situate and being in Greenville County, South Carolina and being shown as Lot No. 25 on the plat as recorded in the RMC Office for Greenville County in Plat Book P, Page 133A. Property better known as Greenville County Tax Map No. G24-14-5, Anderson Street, Greer, South Carolina.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise, incident, or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs or successors and assigns forever. And, the Grantor does hereby bind the Grantor and the Grantor's heirs or successors, executors, and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easement is to and does convey to the Grantee, its successors and assigns the following: The right and privilege of entering the aforesaid strip of land, and to construct, maintain, and operate within the limits of same, a drain pipe; the right of ingress and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver of abandonment of the right thereafter at any time and from time to time exercise any or all of same. No building shall be erected over said drain pipe nor so close thereto as to impose any load thereon.

It is agreed that the Grantor may plant crops, maintain fences and use this strip of land, provided: That crops shall not be planted over any pipes where the tops of the pipes are less than eighteen (18) inches under the surface of the ground; that the use of said strip of land by the Grantor shall not, ~~in the opinion of the Grantee, interfere or conflict with the use of said strip of land by the Grantee for the purposes herein mentioned, and that no use shall be made of the said strip of land that would, in the opinion of the Grantee, injure, endanger or render inaccessible the drain pipe of their appurtenances.~~

It is further agreed that in the event a building or other structure should be erected contiguous to said drain pipe land, no claim for damages shall be made by the Grantor, his heirs or assigns, ~~on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligences of operation or maintenance, on said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereon.~~

*W. E. Harvey, Jr.*  
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