

FILED
GREENVILLE CO. S.C.
APR 5 4 54 PM '78
REGISTERED

1978-009

EASEMENT

This Agreement, made and entered into as of this 28th day of April, 1978 by and between Western Carolina Regional Sewer Authority, Post Office Box 5242, Greenville, South Carolina 29606 (hereinafter referred to as "Grantor") and Laing Village, a Limited Partnership (hereinafter referred to as "Grantee").

WITNESSETH:

Whereas, Grantee is the owner of certain property (hereinafter referred to as "PROPERTY") located in Greenville County, South Carolina and more particularly described in Exhibit A attached hereto and by this reference made a part hereof;

WHEREAS, Grantor is the owner of certain real property (hereinafter referred to as the "ADJACENT PROPERTY") adjacent to and east of the property;

WHEREAS, Grantee is desirous of securing an easement under and through the adjacent property for the construction of an underground sewer line for the purposes of selling the property.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 in hand paid by Grantee to Grantor prior to the execution and delivery of this Agreement and for other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Grantor, Grantor has, subject to the hereinafter set out conditions, granted, bargained, sold and conveyed and by these presence does grant, bargain, sell and convey unto Grantee, the right, title and privilege of a sewer easement in perpetuity to construct, maintain and operate a sewer line under and through the adjacent property attached as Exhibit B and made a part hereof. Grantor and Grantee covenant and agree as follows:

1. The foregoing easement shall be appurtenant to _____ and shall run with the title to the property, shall be binding upon Grantor, its successors and assigns as owner of the Adjacent Property, and shall be for the benefit of Grantee and its successors, legal representatives, assigns, mortgagees, tenants, guests and invitees.
2. Grantee or the successors and assigns of Grantee shall have the right to construct a sewer pipe under the easement land.
3. Grantee or the successors and assigns of Grantee shall repair, replace and restore the easement land to its original condition subsequent to construction of the sewer pipe, and upon any subsequent repair to the sewer system, shall immediately repair, replace and restore the easement land to its original condition.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed on its behalf this 28th day of April, 1978.

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