

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
SEP 15 2 47 PM '77
COURT HOUSE
GREENVILLE S. C.

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VOL 1087 PAGE 429

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THE WORTHY GROUP, a South Carolina limited partnership [herein referred to as the "Grantor"] for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) received from the City of Greenville, South Carolina [hereinafter referred to as the "Grantee"], the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby give, grant and convey unto the Grantee, its successors and assigns, a perpetual easement [herein referred to as the "Easement"] to lay, bury, construct, operate, maintain, remove and repair an underground sanitary sewer collection system [herein referred to as the "Sewer System"] with all pipes, equipment, structures and facilities in, through, over and under that certain land located adjacent to Webb Drive, Woods Crossing Road and Halton Road, Greenville County, which land is more particularly shown on a plat dated December 2, 1977, recorded in the R.M.C. Office for Greenville County in plat book 6M at page 10 [herein referred to as "Easement Land"] for the purpose of installing, maintaining, repairing and using the Sewer System for the transmission of sewerage; together with a non-exclusive perpetual right and easement of ingress and egress over and across such portions of the Easement Land as may be necessary or desirable for the purpose of installing the Sewer System.

The Easement Land is located within a tract conveyed to Grantor by the deed of Micco Corporation recorded on February 19, 1974, in Deed Book 994 at Page 04.

Grantor and Grantee agree that during construction, the width of the Easement shall be forty (40) feet in some locations, and fifty (50) feet in other locations; and that upon the completion of the installation of the Sewer System, the width of the Easement shall be fifteen (15) feet in some locations and twenty-five (25) feet in others, all as shown on the aforesaid plat.

Grantor agrees and covenants that no structures of any kind will be constructed on or over that portion of the Easement Land lying within the boundaries and widths specified in the preceding paragraph, so long as the Easement shall remain in effect.

Grantor hereby reserves to itself, its successors and assigns, subject only to the Easement and the Sewer System and the subterranean portion of the Easement Land to be occupied thereby, the unrestricted use of the Easement Land.

TO HAVE AND TO HOLD the Easement unto the Grantee, its successors and assigns, free and clear of all liens and encumbrances and the Grantor will warrant and forever defend the Easement in, through and under the Easement Land unto the Grantee, its successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof.

Nothing contained herein shall be construed or have the effect of vesting in Grantor any right, title or interest in the Sewer System, or any of the facilities or equipment constituting a part thereof all of which shall be and remain the exclusive property of Grantee.

The Easement and other rights hereinabove conveyed and granted shall inure to and be for the benefit of the Grantee, its successors and assigns and shall burden the Easement Land.

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