

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

S. C.
JUN 11 1982
WILEY

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement is made and entered into this 11th day of June, 1982, by and between Wayman A. Smith, grantor, and Nannie Elizabeth Haywood Rogers, grantee.

WITNESSETH:

WHEREAS, the grantor and grantee are owners of certain real estate located in the City of Greenville, County of Greenville, State of South Carolina, and that certain portions of their property join together respectively; grantor's property is identified by Deed Book 924, Page 254, fronting on Airport Road, and grantee's property is identified by Deed Book 1027, Page 129, fronting on Haywood Road, in the City and County of Greenville.

THEREFORE, for consideration mutually agreed upon, the parties do hereby agree as follows:

The grantor does hereby bargain, sell, convey, transfer unto the grantee, her heirs and assigns, a permanent easement and right of way, including the right to enter upon the real estate herein described, to construct, maintain and repair an underground sewer line; beginning at the rear portions of the grantee's property line, whereas said line joins the rear portions of grantor's property line, and running thence to Airport Road, within and along the nearest boundary line of the grantor, that joins the property now or formerly of Robert A. Coleman, commonly known as the Enwright & Associates.

The easement and right of way hereby granted is for the purpose of providing the grantee with sufficient and required lands and right of way in order that grantee, her heirs or assigns, may construct a sewage and waste line under the lands of grantor, by installing no less than a minimum of an eight (8") inch sewer line in accordance with the specifications, restrictions and standard requirements of all local laws, ordinances and any other code requirements of the City and County of Greenville, and it is mutually agreed that said easement shall be no less than three and one half (3½) feet in width and no more thereof if sufficient to meet all requirements and to comply with said legal requirements of all laws governing sewage installations.

The distance of the easement is approximately 235.9 feet, more or less, from the beginning of the joined property of grantor and grantee thence to connect with the sewage line at Airport Road.

As part of the consideration hereof, the grantor reserves an exclusive right to connect and join into the sewage line for his own use or heirs or assigns; otherwise, said easement and conveyance is strictly an exclusive property right of the parties, including any right to allow any third parties to use or join in the use of said line, including property now known as the Enwright property owners, or successors. Sewage line would be installed within twelve (12) months from date, and the construction will not create any drainage problems against the grantor. Any seeding or landscaping would be completed by the grantee.

This is an easement appurtenant and a covenant running with the land, and binding upon grantor and grantee, their heirs, successors and assigns.

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