

State of South Carolina,
County of Greenville.

Whereas the undersigned, J.H. Morgan and James T. Williams, each own adjoining brick buildings situate on the East side of Main Street in the City of Greenville, S.C. and whereas the building of the said Morgan extends only a portion of the length of the building of said Williams from main Street, and the roof of a part of the said Williams building being so constructed as to throw or turn the water therefrom onto the premises of the said Morgan; and whereas the said Morgan is now building and will shortly have built on the rear portion of his said lot an extension to his said brick building which necessitates the said Williams making some arrangement for the disposition of the water running as heretofore over or onto said Morgan's premises; and whereas the said Morgan may desire to run the water from his said premises into Laurens Street, and whereas the water from off said Williams building can be disposed of after some re-arrangement of ^{the roof of} same by cutting out a space for pipe or gutter in the corner of the wall of the two said buildings at a point where they come together at the rear upper corner of said Morgan's building or extension; and whereas the said water from said Morgan's building can be carried into Laurens Street by a pipe or gutter attached to the South wall of said Williams building:

NOW, THEREFORE, The parties hereto have agreed and do hereby agree for themselves their heirs, executors, administrators and assigns, that, for and in consideration of the foregoing premises and the advantages to be derived from the exercise of the terms, conditions, privileges and easements hereinafter set forth and granted, the said James T. Williams may chip or cut out of the corner of the aforesaid wall of the extension to said Morgan's building a sufficient space, at the point hereinbefore referred to, for a pipe or gutter to be located or placed for the purpose of conveying water from the roof of the building of the said Williams, the section chipped out to be only of such size as will accommodate one half the diameter of the pipe or gutter to be used; Provided, that no such water so conveyed or carried off shall be emptied within fifty feet of the building of the said Morgan, and provided further, that the building and premises of the said Morgan shall be protected from any damage, injury or inconvenience arising from water from said Williams building so disposed of or conveyed.

It is further agreed that the said J.H. Morgan may carry and convey to said Laurens Street the Water from the roof of his said building and extension through a pipe or gutter fastened or attached to the South wall of the building of the Williams: Provided, That the building and premises of the said Williams shall be protected from any damage, injury or inconvenience arising from water from said Morgan's building or extension so disposed of or conveyed.

It is further agreed that if at any time the carrying off or conveying the water from said Williams building as herein provided become objectionable to said Morgan or injurious to his premises, the right is hereby vested in said Morgan to terminate, upon thirty days notice, the privilege or easement to the said Williams herein granted; and if at any time the use as aforesaid of the South wall of the said Williams building becomes to him objectionable or injurious to his premises, the right is hereby vested in said Williams to terminate, upon thirty days notice, the privilege or easement to the said Morgan herein granted.

That upon the termination of either right or privilege by either of the parties hereto, each and every right and privilege from one to the other herein granted shall thereupon cease and determine and each of the parties hereto shall provide for the care and disposition of the water from their premises or buildings in the same manner as if no rights or easements had ever been granted.

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