

State of South Carolina,
County of Greenville.

Know all men by these presents, that I, W.B. Harrison in consideration of the sum of Five Dollars (\$5.00) receipt whereof is hereby acknowledged, have granted, bargained, soled and released, and by these presents do grant, bargain, sell and release unto Claude Ramseur and his associates the right and privilege of laying a water main, and also an electric light line, with the power to make an excavation and lay pipes, erect poles and string wires, through and over the land now owned by me, running parallel and not being over fifteen feet apart, the water pipe to be laid three feet below the surface at the lowest point, from Edaugh Avenue to land owned by Claude Ramseur and associates known as Eastover.

I agree to execute a deed covering the above easements as soon as the lines have been laid out and designated, and should I fail to lay out such line within sixty (60) days then the same is to be done by some disinterested surveyor who shall be appointed by Claude Ramseur and I, and if we cannot agree then each of us shall name a surveyor and the two named shall appoint a third and any two of the said three surveyors shall lay out the easement through and over my property, either as one line or as two separate lines as they may designate.

And I hereby agree to give the usual privileges for ingress and egress for the purpose of making renewals and repairs provided, however, that the grantee and his associates shall be responsible for the negligence of himself, his agents and servants, but it is distinctly understood and agreed that after the sale of the property the grantee shall be discharged from all further responsibility connected with the water main and the electric line and any recourse which I may desire to have growing out of the easement above conveyed shall be against the owners of the property.

The deed shall contain a provision that the use of the water and electric light through this easement shall be continued upon the responsibility of future owners of the lots to me for negligence of persons renewing or repairing either of the said lines, and in no event shall Claude Ramseur be responsible for damages greater than his proportionate ownership of the property known as Eastover.

I reserve the right to connect twelve (12) houses to the water main, use of the water to be restricted to the inhabitants of these houses. I reserve the right to connect to the electric light line for all persons who may buy lots from my property between East Washington and Smith Roads

Witness my hand and seal this 2, day of August 1920.

Signed, sealed and delivered

in the presence of:

W.F. Breazeale,

W.B. Harrison (Seal)

Geo. H. Galway.

State of South Carolina,
Greenville County.

Personally appeared before me Geo. W. Galway and made oath that he was present and saw the within named W.B. Harrison sign, seal and as his act and deed deliver the within written instrument, and that he with W.F. Breazeale, witnessed the execution thereof.

Sworn to before me this 15th,
day of September 1920.
G.G. Wells (Seal)
Notary Public for S.C.

Geo. W. Galway.



Recorded September 15th, 1920.

State of South Carolina,)
County of Greenville.) Agreement.

Whereas the parties hereto are the owners of (6) lots of land situate on the North side of College St., in the City of Greenville, said lots being shown on a plat of the property of Sam R. Zimmerman and John H. Williams made by R.E. Dalton, Engineer, January 1920, which plat is here referred to as a part of this agreement for a full description of said lots, the parties hereto being the owners respectively of the following lots;

Elizabeth W. Mayo #1 and #2.
W.M. Jordan and F.H. Cunningham #3.
Ferris M. Williams #4.
J.H. Johnson #5.
J.H. Williams and Sam R. Zimmerman #6.

Now, therefore, this agreement entered into between the above named parties, witnesseth:

1. That the parties hereto hereby mutually grant and covenant each for himself and his heirs and assigns to and with the other, and his heirs and assigns, that either of the parties hereto or his heirs and assigns, may build a party wall of the thickness required by law on any part or the whole of said boundary line between the said lots which the owner of the adjacent lots, his heirs and assigns shall have the right to use as herein provided, the middle line of which wall shall coincide with said boundary line and that said party walls to the height of two stories shall be paid for in equal portions by the owners of the lots adjacent to each of said party walls.
2. It is further mutually agreed that either party hereto or his heirs or assigns, shall have the right to increase the height of any of said party walls beyond two stories and to any height which he may desire; provided, however, that ~~if~~ if the height of said wall is so increased that when it shall be used by the owner of the adjacent lot or his heirs and assigns, he or they shall pay to the party who constructed the same or to his heirs and assigns one-half of the value of the wall whose height is so increased at the time of the beginning of the use of such wall; and the sum so to be paid shall until paid be and remain a charge upon the land of the property liable to pay the same.
3. It is further mutually agreed that in the event that any of said party walls to the height of two stories shall be wholly or partially destroyed the owner of the lot on which said wall stands or stood shall have the right to rebuild the same in the same way as it was previously constructed and in the event that the owner of the adjacent property, his heirs or assigns, desires to use the same he or they shall pay to the party rebuilding in whole or in part the cost of such rebuilding at the time that said party, his heirs or assigns, may desire to use the same.
4. It is further mutually agreed that none of the covenants herein contained shall be personally binding on any person or persons except in respect of breaches committed during the time such party is the owner of the property.
5. It is further mutually agreed that in case of dispute as to any value herein provided for two disinterested parties shall be appointed one by each of the adjacent parties, his heirs or assigns; said referees in case of disagreement choosing a third person as an arbiter.

Witness our hands and seals at Greenville, S.C. this 3rd, day of Sept. 1920.

Martha W. Zimmerman,

Eliza G. Williams,

W.O. Bellextine.

Elizabeth W. Mayo,
Ferris M. Williams,
John H. Williams,
Sam R. Zimmerman,
J.H. Johnson,
F.H. Cunningham,
W.M. Jordan.

(Over)