

State of South Carolina
County of Greenville.

Know all Men by these Presents: That I, H.K. Townes of said County and State for and in consideration of the terms, conditions and privileges herein after expressed, and the sum of One Dollar (\$1.00) to me in hand paid by Greater Greenville Sewer District Commission of Greenville, S.C., the receipt whereof is hereby acknowledged, do hereby grant unto the said Greater Greenville Sewer District Commission, its successors, and assigns, the right, privilege and easement to go in and upon that tract or lot of land situate in Greenville City in said County and State, bounded by

lands of The Greenville & Northern Railway Company, Piedmont and Northern Railway Company, and lands formerly owned by Mrs. Sallie M. Lower, and said property being located between Westfield and Hudson Streets and lying along the tracks of the Piedmont & Northern Railway Company and to construct, maintain in and upon and use in and through said premises, in a proper manner, with necessary apparatus and appliances such as machinery, air vents, manholes, blowoff connections and any and every other necessary and proper attachment, pipe lines for sewerage purposes through the premises above described, together with the right at all times to enter in and upon said premises for the purpose of inspecting and making necessary repairs, and alterations thereof of said lines, together with the right to cut away and keep clear of said pipe lines all trees and other obstructions that may in any way endanger the proper operations of same.

It is understood and agreed that the easement herein granted shall extend throughout the property of the grantor about 50 feet, and shall be of such width as the grantor shall deem necessary for the purposes herein specified, and that the damage for which Greater Greenville Sewer District Commission may be held liable shall be confined to that arising from the use of this strip only, and nothing beyond.

It is further agreed and understood that this easement is to be used only during the construction or repair of said pipe line and with the exception of the right of Greater Greenville Sewer District Commission, its successors and assigns, agents, servants and employees to inspect said pipe line and to enter at any point and make repairs, the owner has the same right as he now has to cultivate and use the land; provided, however, this shall

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not apply to such part wherein the top of the pipe is less than eighteen (18) inches underground.

It is further agreed and as a part of the consideration hereof that the grantor herein, his heirs and assigns, may make taps or connections with said pipe lines at his own expense, provided, however, that such connections or taps be made only under the rules and supervision of the engineers representing Greater Greenville Sewer District Commission or their successors.

It is further agreed that the said Commission will reimburse the grantor any extra expense that he shall be put to in erecting any building over said sewer line, which expense shall be due to the existence of said line, and makes necessary the extra expense in said building; the amount to be paid hereunder to be certified by the Engineers of said Commission.

It is further understood and agreed that in case of future damage to crops or property due from accident to said pipe lines that Greater Greenville Sewer District Commission shall pay reasonable damage therefor.

The payment and privileges above specified are hereby accepted in full settlement of all claims and damages for said easement.

In Witness Whereof the said H. K. Townes does hereunto set his hand and seal this 6th day of Sept. 1927.

Signed, sealed and delivered H. K. Townes (real)

in the presence of:
Frances Raines
Thos. T. Goldsmith.

State of South Carolina
County of Greenville

Personally appeared before me Frances Raines and made oath that she saw the within named H.K. Townes sign, seal, and as his act and deed deliver the within written easement, and that she with Thos. T. Goldsmith, witnessed the execution thereof.

Sworn to before me this 6th day of Sept. 1927.

Thos. T. Goldsmith (L.S.)
Notary Public for S.C.

Recorded April 5, 1928 at 12 M.