

State of South Carolina,  
 County of Greenville.  
 Know all men By These Presents: That I, E. W. Biggs of said county and state for and in consideration of the terms, conditions and privileges hereinafter 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, privileges and easement to go in and upon that tract or lot of land situate in Greenville City, in said county and state, bounded by land of N. P. McNe, Th. E. McLean and other land 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 thereon of said line, 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 further understood and agreed that the easement herein granted shall extend throughout the property of the grantor about 265 feet, and shall be of such width as the grantee 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 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 agents, servants and employees, successors and assigns, to inspect said pipe line and to enter at any point, and make repairs, the owner has the same privilege and right as he now has to cultivate and use the land, pro-

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vided, however, this shall not apply to such part when in the top of the pipe is less than eighteen (18) inches underground.

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

It is further understood and agreed that in case of future damage to crops or property due from any accident in said pipe line 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 E. W. Biggs does hereunto set his hand and seal this 3rd day of March 1928.

Signed, sealed and delivered

in the presence of:

E. D. Fry

Louise Purcell.

E. W. Biggs.

State of South Carolina,  
 County of Greenville.

Personally appeared before me E. D. Fry and made oath that he saw the within named E. W. Biggs, sign seal, and as his act and deed deliver the within written instrument, and that he with Louise Purcell witnessed the execution thereof.

Sworn to before me this 5th day of March, 1928.

A. G. Power, L.S.  
 Notary Public for S.C.

E. D. Fry.

Recorded May 17th, 1928 at 10:00 A.M.

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