

Easement

State of South Carolina  
County of Greenville.

Know all men by These Presents That I H. Moore of said County and State for and in consideration of the terms, conditions and privileges herein after expressed, and the sum of one hundred eighty six dollars to me in hand paid by the City of Greer, a municipal corporation under and by virtue of the laws of the State of South Carolina, the receipt whereof is hereby acknowledged, do hereby grant unto the said City of Greer, its Successors and assigns, the right, privilege and easement to go in and upon that tract of land situate in the said County and State, and more particularly described as follows: Beginning on the East side of Mastella Road about one mile from Greer at a point in the center of bridge over Frohawk Creek and running thence with said Mastella Road S. 27-30 E. 290 feet to a stake in center of road; thence S. 23-51 E. 73 feet to stake in road; thence S. 15-20 E. 64 feet to stake in road; thence S. 15-30 W. 104 feet to stake in road at the northwest corner of property owned by J. J. Burnett; thence with Burnett's line S. 82-20 E. 172 feet to an iron pin; thence S. 30 W. 140 feet to a rock; thence S. 83-20 E. 270 feet to a stone mark in Waldrop's line; thence with Waldrop's line N. 4-30 E. 720 feet to a stone; thence S. 84-36 E. 386 feet to a point in center of Frohawk Creek, thence with the meanders of said creek to the beginning, containing 12 1/2 acres, more or less and being same tract of land conveyed to me by Jess Morgan in deed dated Dec. 1918;

And to construct, maintain in and upon and use in and through said premises, with necessary and proper attachment, pipe lines for water and power lines and any other public utility that may be necessary for the use of the citizens of the City of Greer upon and 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, together with the right to cut away and keep clear of said lines all trees and other obstructions that

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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 1000 feet, and shall be of such width as the grantee shall deem necessary for the purposes herein specified, and that the easement for which the City of Greer 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 lines and with the exception of the right of the City of Greer, its Successors and assigns, agents, servants and employees to inspect said lines 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 not apply to such part wherein such cultivation would in any way injure in any manner any of the said lines.

It is further understood and agreed that in case of future damage to crops and property due from accident in said lines, that the said City of Greer shall pay reasonable damage therefor.

To have and to hold the easement herein above described unto the said City of Greer, its Successors and assigns forever.

And I do hereby bind myself, my heirs, executors and Administrators to warrant and forever defend all and singular the said easement unto the said City of Greer, its Successors and assigns, against me and my heirs and against every person whatsoever lawfully claiming or to claim the same or any part thereof.

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. Moore does hereunto set his hand and seal this 11th day of April 1928.

H. Moore (seal)  
Signed, Sealed and delivered in the presence of

Secy.