

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE:

Know all men by these presents: That I, William Schwiers, of said County and State for and in consideration of the terms, conditions and privileges hereinafter expressed, and the sum of One (\$1.00) Dollar and other valuable consideration to me in hand paid or agreed to be paid by the City of Greenville, S. C., the receipt of which is hereby acknowledged, to hereby grant unto the said City of Greenville its successors and assigns the right privilege and easement to go in and upon that tract or lot of land situated in Greenville County, S. C., the conveyance to me of which is recorded in the Office of R. M. C., for Greenville County in Deed Book No. 160 at page 162, said property being bounded by lands of A. J. Schwiers, M. D. Earle Estate, and Alexander, with the necessary equipment and materials, and to construct therein and/or thereon a pipe line with manholes and any or all necessary adjuncts thereto for the conveyance of sewage through the premises above described, together with the right to enter in and upon said premises at any or all times with the necessary equipment and/or materials for the purpose of inspecting and making necessary repairs and alterations thereon of said pipe 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 life or proper operation of same.

It is understood and agreed that the southeast side of the piers supporting the sewer line shall be not more than 3 feet nor less than 1 foot to the northwest of the William Schwiers - M. D. Earle Estate property line and of the William Schwiers - A. J. Schwiers property line and that the easement herein granted shall extend throughout the property of the grantor about 202 feet and during construction, maintenance or repairs shall be 37.5 feet northwest of the William Schwiers - M. D. Earle Estate property line and of the William Schwiers - A. J. Schwiers property line and at all other times shall be of a width to accommodate the sewer pipe line, and that the damage for which the City of Greenville or its assigns 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 the city of Greenville, its agents, servants, employees and assigns, to inspect said pipe line and to enter at any point and make repairs, the owner has the same privilege as he now has to cultivate and use the land, provided, however, this shall not apply to such part wherein the top of the pipe is less than eighteen (18) inches underground.

It is further agreed and is a part of the consideration hereof that the grantor herein, his heirs and assigns may make taps or connections with said pipe line at his own expense, but only for such houses as exist on the above described property on the date of this agreement, provided however, that such connections or taps must be made only under the supervision of any to the complete satisfaction of the engineers representing the City of Greenville or its assigns.

As a further part of the terms and conditions hereof it is agreed that said City, immediately upon completion of the sewer line covered by this right of way agreement, will provide all labor and materials and construct a 6 inch line of sewer from grantors personal residence to connect with the sewer main of the Greater Greenville Sewer District Commission and that said Grantor will pay to said City, its successors or assigns, One Hundred Dollars (\$100) to be applied to the cost of material; that other than in this grant contained no other line or connection shall be made by the grantor or any other with two exceptions as follows:

(1) The line and connection to run from the M. D. Earle Estate and if such is to be done, that shall be at the expense of said City. (2) The grantor reserves the right to connect with the above mentioned 6 inch line of sewer, a sewer line from one house which at the present has not been constructed but which the grantor intends to build at sometime in the future. Said sewer line and connection shall be entirely at the expense of the grantor.

It is further agreed and understood that in case of future damage to property due from accident in said pipe lines that the City of Greenville 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.

Sheet No. 1 has been initialed by William Schwiers.

IN WITNESS WHEREOF the said William Schwiers does hereunto set his hand and seal this 23d day of February, 1943.

Signed, sealed and delivered

in the presence of:

J. Mac Richardson

Clara Schwiers

Wm. Schwiers (L. S.)

State of South Carolina,  
County of Greenville.

Personally appeared before me J. Mac Richardson and made oath that he saw the within