

named William Schwiers sign, seal and as his act and deed deliver the within written easement, and that he with Clara Schwiers witnessed the execution thereof.

Sworn to before me this 23rd day of February, 1943.

Lillian S. Seaborn (L. S.)

J. Mac Richardson

Notary Public for S. C.



By virtue of the authority vested in us by the City Council of the City of Greenville, S. C., the within grant is hereby assigned and transferred to Greater Greenville Sewer District Commissioner, its successors and assigns.

May 25, 1943.

Signed, sealed and delivered in the presence and of:

J. Mac Richardson  
Mae B. Huggins

City of Greenville  
BY: C. F. McCullough  
Mayor  
B. F. Dillard  
City Clk. & Treas.

No Stamps

Recorded June 11th, 1943 at 11:47 A. M. #5740 BY:E.G.

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STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS: THAT I, Lila E. Earle, Executrix of the Estate of M. D. Earle, deceased, 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, do 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. 169 at page 87, said property being bounded by lands of Alexander, Schwiers, McDaniel & Blassingame, 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 easement herein granted shall extend throughout the property of the grantor about 255' feet, and during construction, maintenance or repairs, and shall be 15.00 feet on each side of the center line of the pipe line, and at all other times should 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 and 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, and upon the said Estate paying the cost of the material, said City will construct a sewer line from a house of grantor, situate on Crescent Avenue and bounded on the N. W. by Crescent Avenue and on the S. E. by Alexander property and by others, to the Schwiers sewer line.