

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

A G R E E M E N T

This agreement made and entered into this 1st day of April, 1947, by and between Pierce Van Vleck, the first party, and Martin B. Bridges and Gertrude H. Bridges, the second party.

W I T N E S S E T H:

Whereas, the first party is the owner of corner property in the City of Greenville, S. C., located at the northwest intersection of Norwood Place and West Washington Street and the second party owns the property adjoining the first party's property on the north side fronting on Norwood Place, and

WHEREAS, the first party has heretofore allowed the second party to run a sewer line for approximately ten (10) feet in length underneath the side walk on the northeast corner of the first party's property to a sewer tap belonging to the first party and has allowed the second party to attach said sewer line to said tap.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED by and between the parties hereto and it is their intention that the installation of said sewer line and the use of said tap by the second party is permissive only and the use of same shall not ripen into an easement or prescriptive right.

It is further understood and agreed that at any time the first party, his heirs, executors, administrators or assigns, shall construct a building upon his property and shall need said sewer tap for same, or should he need said sewer tap for any bona fide purpose, then upon written notice by the first party, the second party, their heirs, executors, administrators or assigns shall within thirty (30) days after receipt of said notice disconnect said sewer line from said tap and remove said sewer line from the first party's property.

Upon failure to do so, the first party shall have the right to remove said sewer line without being liable for damages for so doing and without providing another place for the drainage of said sewer, and in such event, the said Martin Bridges & Gertrude H. Bridges shall pay the expense for same.

This agreement shall be binding upon each of the parties hereto as well as upon their executors, administrators, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the year and day first above written.

This agreement executed in duplicate.

WITNESS:

Bertha B. Cely

Henry P. Willimon

Harry R. Stephenson, Jr.

Schaefer B. Kendrick.

Pierce Van Vleck (L. S.)

Martin Bridges (L. S.)

Gertrude H. Bridges (L. S.)