

Said blue print is marked as follows: "Plot showing location of sewer line thru property of C. Harlow M. A. Lister. Scale 1" = 300'. April 11, 1928". The center line of said right-of-way, as shown in said blue print, shall run as follows:

Beginning at a man-hole No. 182 plus 36.7 on land of Hillfillin and Houston and running thence N. 25° 25' W. across the car line and across Reedy River to man-hole 186 plus 31.9 on land of this grantor; thence N. 27° 48' W. across land of this grantor to man-hole 191 plus 33; thence N. 43° 55' W. across land of this grantor and land of W. J. Thackston et al, to man-hole 196 plus 34.

Subject to any rights in said property or any part thereof heretofore conveyed by or acquired from this grantor or his predecessors in the title.

Hereby expressly reserving, however, to said grantor and his heirs, successors and assigns the right to connect with such sewer pipes at any and all points, at his own cost, subject to such reasonable regulations as may be prescribed by said grantor and under the supervision of the Engineers representing the Greater Greenville Sewer District Commission, but without charge for the privilege of making such connections; also the right to construct, maintain and operate railroad tracks, roadways, pipe lines, electric power and light lines and telegraph and telephone lines along or across the right of way hereby granted, without compensation to said grantee, and without damage to its sewer pipes or other property; also the right to cultivate, free of rent, the land covered by said right of way and to use the same in any manner which shall not cause injury or damage to the property of said grantee.

And in consideration of the fact that this easement is granted without compensation, said Greater Greenville Sewer District Commission does hereby bind itself and its successors and assigns to pay all damage occurring (either during the laying of said sewer pipes or operations preliminary thereto, or at any time thereafter) to said land, or

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to crops, buildings and other improvements thereon, by reason of any act or default on the part of any person acting by authority or permission of said grantee; also to construct, free of cost to the grantor, man-holes on his said land at the point shown on said blue print as man-holes 186 + 31.9 and 191 + 33.

In Witness Whereof I have subscribed my name and affixed my seal to duplicate copies hereof (either of which shall be deemed an original for all purposes whatsoever) on this the 6th day of May, A. D. 1928.

Signed, sealed, and delivered Charles M. A. Lister (Seal) in the presence of:

["207 plus .00" struck out of line 9 of this page and "186 + 31.9 and 191 + 33" inserted on line 10 before execution]

E. D. Fry

L. O. Patterson

Greater Greenville Sewer District Commission does hereby accept the foregoing easement upon the terms and conditions therein stated and does hereby bind itself and its successors and assigns to comply with the obligations therein undertaken and assumed by it.

Greater Greenville Sewer District Commission (Seal)

By T. C. Gower, Chairman

Signed, sealed and delivered in the presence of:

E. D. Fry

Sam M. Hunter Jr.

If the parties hereto are unable to agree upon the amount of damages, if any, for which Greater Greenville Sewer District Commission is liable under this contract, said amount shall be fixed by arbitrators, of whom said commission shall have the power to appoint two and said C. Harlow M. A. Lister two. If unable to agree, the commissioners so appointed shall have the power to choose a fifth arbitrator, and the decision of a majority of said arbitrators shall be conclusive and binding upon said parties and their heirs, executors, administrators, successors and assigns. This agreement is attached to and made a part of the foregoing deed.

Witness our hands and seals on this 10th day of May, 1928.

(J. rex)