TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA
County of Greenville

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, of said County and State, hereinafter called Grantor, for and in consideration of the terms, conditions and privileges hereinafter expressed, and the sum of ONE ($1.00) DOLLAR to the Grantor in hand paid by Greenville W. & S. WATER AND SEWER SUB-DISTRICT, of Greenville, South Carolina, the receipt whereof is hereby acknowledged, do hereby grant unto the said Grantee, its successors and assigns, the right, privilege and easement to go in and upon that tract or lot of land situate in Greenville Township, in said County and State, and described as follows:

Being that portion of the property of the City limits of Greenville, formerly owned by McBee Mfg. Co. but now owned by Grantor, same extending from Laurens Road on the South, to the Overbrook Airport Road on the North to the City limits on the west and the end of the pipe lines as shown on plat hereto attached on the East.

and to construct, maintain in and upon and use in and through said premises, in a proper manner, with necessary apparatus and appliances such as machinery, air vents, manholes, blowoff connections and any and every other necessary and proper attachment, pipe lines, for water and sewerage purposes 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 of said 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 proper operations of same.

attached IT IS ~~AGREED~~ UNDERSTOOD AND AGREED: That the easement herein granted shall extend throughout the property of the Grantor ~~about~~ according to plat J. C. Birrine & Co. ~~feet~~, and shall be of such width as the Grantee shall deem necessary for the purposes herein specified, and that the damage for which said Grantee 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 pipe lines and with the exception of the right of the Grantee, its successors and assigns, agents, servants, and employees to inspect said pipe lines and to enter at any point and make repairs, the Grantor has the right to cultivate and use the land; provided, however, that this shall not apply to such part wherein the top of the pipe is less than eighteen (18) inches underground.

IT IS FURTHER AGREED: That, as a part of the consideration hereof, the Grantor herein and the heirs and assigns of the same, may make taps or connections with said pipe lines bearing the expense thereof, provided, however, that such connections or taps be made only under the rules and supervision of the engineers representing the Grantee, its successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED: That in case of future damage to crops or property due from accident in said pipe lines, the Grantee 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.~~

All other terms and conditions of this Grant of Easement are as follows:

IN WITNESS WHEREOF the hand and seal of the Grantor has been hereunto set this 4th day of April 1936.

Signed, sealed and delivered in the presence of:
Henry Fairchild
R. L. Simmons

Lullwater Syndicate, Inc.
J. C. Bowen Pres.
~~Walter H. Goldsmith~~ Treas. (SEAL)

STATE OF SOUTH CAROLINA
County of Greenville

PERSONALLY APPEARS before me the undersigned deponent who on oath says that the deponent saw the above named grantor sign, seal and as the act and deed of said Grantor deliver the within written easement, and that deponent, with Henry Fairchild, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED before me this the ~~day~~ 4 day of April 1936.
R. L. Simmons (SEAL)
Notary Public for S. C.

Henry Fairchild

Recorded October 23rd 1936, at 12:30 o'clock P. M.