

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS: The <sup>I</sup>, Austin Ayres, of said County and State, for and in consideration of the terms, conditions and privileges herein after expressed, and the sum of One (\$1,00) Dollar to me in hand paid by Greater Greenville Sewer District Commission of Greenville, South Carolina, the receipt whereof is hereby acknowledged, do hereby grant unto the said Greater Greenville Sewer District Commission, 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, bounded by land of D. P. Montgomery, Mrs. Jessie Smith, Piedmont & Northern Railway Company, and the Furman Road, being the same tract of land conveyed to me by Mrs. Lorena Ayres by Deed dated August 20, 1936, and recorded in the office of the R. M. C. for Greenville County, S.C. in Deed Book 191 at Page 314, 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 the conveyance of sewage 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 thereon of said pipe lines, together with the right to cut away and keep clear of said pipe lines all trees and other obstructions that might in any way endanger the proper operation of same. And I hereby forever release and discharge the Greater Greenville Sewer District from any and all claims for damages, or any kind of claims against the said Greater Greenville Sewer District, by reason of any damage or injury done, if done, past, present and future, to the property herein described, by reason of the past existence and/or removal of a sewer line on the above described property, the right of way for the construction of which was granted by Mrs. Lorena Ayres the 25th day of July, 1934, and recorded in the office of the R.M.C. for Greenville County, S. C. in Deed Book 181 at page 74.

It is understood and agreed that the easement herein granted shall extend throughout the property of the Grantor herein mentioned a distance of about 170 feet, and shall be of such width as the grantee shall deem necessary for the purposes herein specified, and that the damage for which Greater Greenville Sewer District Commission 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, maintenance or repair of said pipe line, and with the exception of the right of Greater Greenville Sewer District Commission, its agents, servants and employees, successors and assigns, to inspect said pipe line and to enter at any point at any time for the purpose of maintenance or repairs, the owner has the same privilege and right as he now has 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 under the ground.

It is further agreed as part of the consideration hereof, that upon the the removal of the existing sewer pipe by Greater Greenville Sewer District from the right of way conveyed the 25th day of July, 1934, and recorded in the office of the R.M.C. for Greenville County, S. C., in Deed Book 181 at page 74, the right and privilege of removal of which at any time is hereby expressly granted, that the said Greater Greenville Sewer District shall cease to have any claim on such portion of the said right of way mentioned above in this paragraph from which the pipe is removed.

It is further understood and agreed that in case of future damage to crops or property due from any accident in said pipe line that Greater Greenville Sewer District Commission 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.

In witness whereof the said Austin Ayers does hereunto set his hand and seal this 8th day of June, 1937.

Signed, sealed and delivered in the presence of:

E. D. Fry.

C. M. Hunter.

Austin Ayers.

State of South Carolina,

County of Greenville.

Personally appeared before me E. D. Fry and made oath that he saw the within named Austin Ayers sign, seal and as his act and deed deliver the within written instrument, and that he with C. M. Hunter, witnessed the execution thereof.

Sworn to before me this 8th day of June 1937.

E. D. Fry

Thos. T. Goldsmith (L. S.)

Notary Public for S. C.

Recorded this the 17th day of June, 1937 at 10:19 A. M. #7967