

TITLE TO REAL ESTATE

5723 PROVISIONS—JANUARY 1938—GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That I, Mary F. Goldsmith, 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 to me in hand paid by Greater Greenville Sewer District Commission of Greenville, South Carolina, the receipt of which 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 _____ Township in said County and State, bounded by lands of P. & N. Rwy. Co. & C. M. Gaffney, Trustee, being the same tract or lot of land conveyed to me by _____ by deed dated _____ and recorded in the Office of the R. M. C. for Greenville County, S. C. in Deed Book ____ at Page _____, with the necessary materials, equipment and labor, and to construct, operate and maintain in, upon and through said premises, pipe lines with necessary manholes and other attachments and structures for the conveyance of sewage, and to enter said premises at any time at any place for the purpose of inspecting or making repairs and alterations thereon of said pipe lines, together with the right to cut away and keep clear of said pipe lines any trees, plants or other obstructions that might in any way endanger the proper operation of the same.

It is understood and agreed that the easement herein granted shall extend entirely across the property of the Grantor from the point of entry to the point of exit on the site of the proposed pipe line, the distance being approximately 1500 feet, and shall be of such width as the Grantee shall deem necessary for the purposes herein specified, and that any damage for which the 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 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 on the property of the Grantor at any time for the purpose of maintenance or repairs, the owner has the same privilege and right he now has to cultivate and use the land, provided however, that no structure shall be erected over said pipe line in such manner that the weight of any part thereof is conveyed to the pipe line; no trees or shrubbery shall be planted in such location that the roots thereof may endanger said pipe line; and no crop shall be planted on such sections wherein the top of the pipe is less than eighteen (18") inches under the surface of the ground.

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

The payments and privileges above specified are hereby accepted in full settlement of all claims and damages for said easement.

In witness whereof the said Grantor does hereunto set her hand and seal this 17th day of Sept. 1938.

Signed, sealed and delivered in the presence of:

Charlotte M. Goldsmith

Thos. T. Goldsmith

State of South Carolina,
County of Greenville.

Mary F. Goldsmith

Grantor.

Personally appeared before me Charlotte M. Goldsmith and made oath that she saw the within named grantor, Mary F. Goldsmith, sign, seal and as her act and deed deliver the within written instrument for the purposes specified therein, and that she, with Thos. T. Goldsmith witnessed the execution thereof.

Sworn to before me this 17th day of Sept. 1938.

Charlotte M. Goldsmith

Thos. T. Goldsmith (L. S.)

Notary Public for South Carolina.

No Stamps

Recorded this the 6th day of October, 1938 at 9:45 A. M. #11406 BY: E.G.