

NORTH CAROLINA
HENDERSON COUNTY

I, Geo. W. Fletcher, Clerk of the Superior Court of Henderson County, North Carolina do hereby certify that J. Will Fless, Jr., whose name is subscribed to the foregoing certificate, is the Resident Judge of the 18th Judicial District of North Carolina and the signature of said Judge to said certificate is genuine.

In testimony whereof, I have hereunto set my hand and Seal of Court this the 21st day of August, 1939.

Geo. W. Fletcher
Clerk Superior Court
Henderson County, N. C.



Recorded this the 23rd, day of August, 1939, at 11:54 A.M. #10628 BY: N. S.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

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RIGHT-OF-Way

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Southern Franklin Process Company, a Delaware corporation, hereinafter called the 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 Parker Water and Sewer Sub-District, of Greenville, South Carolina, the receipt whereof is hereby acknowledged, does hereby grant unto the said Grantee, its successors and assigns, the right, privilege and easement to go in and upon that strip of land situate in Greenville Township, in said County and State, and described as follows:-

A strip of land commencing at a point on the Southwest side of Pine Street, which point is 145 feet in a Easterly direction from the center of the intersection of Pine Street and Tremont Street, and running thence in a Southeasterly direction across the property of the Grantor a distance of 195 feet to a point in the West side of Summit Street, which point is 70 feet more or less in a Southerly direction from the intersection of Pine Street and Summit Street, through which runs an 8 inch water line being this day conveyed by Southern Franklin Process Company to Parker Water and Sewer Sub-District. A more accurate description of said strip being shown on a sketch showing 8 inch water line of Southern Franklin Process Company made by J. E. Serrine & Company, Engineers, August 1st, 1939, a copy of which is hereto attached and made a part hereof;

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, blow-off 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 the 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.

It is understood that the easement herein granted shall include the right during construction or repair to enter upon said property with machinery, apparatus, equipment and labor and to use during such construction or repair such portion of the property of the Grantor as may be necessary for those purposes, provided, however, that during such construction or repair any fences through which the Grantee, its agents, servants, employees, successors or assigns shall find it necessary to pass, shall be maintained or guarded so as to prevent the escape of cattle or domestic stock.

It is Further Understood and agreed that this easement is to be used only during the construction or repair of said pipe lines and with the exeption 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 its successors and assigns may make taps or connections with said pipe line 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 the Grantee, its successors and assigns will indemnify and save harmless the Grantor, its successors or assigns from any liability on account of or growing out of the construction, operation, maintenance or repair of the said water line.

In Witness whereof the said Southern Franklin Process Company has caused this instrument to be signed by its duly authorized officers and sealed with its corporate seal this 7th day of