

STATE OF SOUTH CAROLINA:)
COUNTY OF GREENVILLE :

RIGHT OF WAY DEED

WHEREAS, Mrs. R. B. Carter has a life estate in certain property located on the Parkins Mill Road, Greenville Township, State and County aforesaid, having obtained said life estate in said property under the will of the late J. W. Cagle, same being filed in the Office of the Probate Judge for Greenville County, South Carolina, File No. 328, Apartment 2.

WHEREAS, on the 12th day of December, 1944, Will T. Dunn acquired by deed from A. K. Park a certain tract of land designated as tract No. 8 according to Plat Book H, page 188, recorded in the R. M. C. Office for Greenville County, South Carolina and said deed being recorded in Volume 270, page 137 in said office.

WHEREAS, the said Will T. Dunn has entered into an agreement with one T. C. Gower to tap on to a certain water pipe line running down the Parkins Mill Road. And;

WHEREAS, the said Will T. Dunn desires to run a water pipe line across the property of the said Mrs. R. B. Carter and on to the land, above described, of the said Will T. Dunn.

NOW, THEREFORE, it is hereby mutually agreed that the said Will T. Dunn may, at his own expense, construct and lay a one and one-half inch water pipe line from the line of T. C. Gower on the Parkins Mill Road across the land of Mrs. R. B. Carter and on to the land of said Will T. Dunn. It is further agreed that this water pipe line is to cross the above described lands of the said Mrs. R. B. Carter for approximately 650 feet in a direct line to the property of the said Will T. Dunn and that said water pipe line is to be buried at least two feet at all places beneath the above described lands of the said Mrs. R. B. Carter and the said Will T. Dunn is to enjoy this right and easement without further consideration other than named herein, as long as the said Mrs. R. B. Carter has a life estate in said property.

In consideration for this right to lay said pipe line across the property of the said Mrs. R. B. Carter, the said Will T. Dunn hereby agrees to, and does with the sealing of these presents, pay unto the said Mrs. R. B. Carter the sum of One Hundred and No/100 (\$100.00) Dollars, receipt of which is hereby acknowledged, as the sole and full consideration for his right to lay and maintain the above water pipe line across the lands of the said Mrs. R. B. Carter. It is further agreed by the parties hereto that the said Will T. Dunn shall have the right to enter upon the lands of the said Mrs. R. B. Carter at any and all times when it is necessary to repair or maintain the said water pipe line. It is further agreed by the parties hereto that no tap or outlet is to be made by any party whomsoever on the line which crosses under the lands of the said Mrs. R. B. Carter.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of August, A.D., 1945.

Signed, sealed and delivered in the presence of:

Christine Brissey
H. L. Hingson

Mrs. R. B. Carter(L. S.)
Mrs. R. B. Carter

Will T. Dunn(L.S.)