

GREENVILLE COUNTY  
FILED REDEVELOPMENT AUTHORITY  
BANKERS TRUST PLAZA, BOX PP54  
GREENVILLE, S. C. 29601

John D. ~~XXXXXXXXXX~~ Smith  
25 Pinedale Drive  
Greenville, SC 29609  
174.2-6-53

VOL 1186 PAGE 343

APR 13 1 56 PM '53  
STATE OF SOUTH CAROLINA )  
DONNIE R.M.C. )  
COUNTY OF GREENVILLE )

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that John D. ~~XXXXXXXXXX~~ Smith  
in consideration of One Dollar  
(\$1.00), the receipt of which is hereby acknowledged,  
has granted, bargained, sold, and released, and by these presents do  
grant, bargain, sell and release unto the Greenville County Redevelopment  
Authority, its successors and assigns forever:

A Drainage Easement on the below described property with the  
following metes and bounds: Beginning at a point on the joint rear corner  
of lots 11 & 12 thence running N19-47W 18.3 feet to a point on the joint  
side property line; thence running N70-42E 60 feet to a point; thence  
running S19 - 47E 10 feet on a point on the joint rear property corner  
of lots 10 & 11; thence running S62-52W 60.5 feet along the rear  
property line  
to the point of beginning, as shown on a plat to be recorded herewith in  
Plat Book 9-9 at page 2.

The property on which this easement is located is more  
adequately described as follows: All that piece, parcel or lot of land  
being known as 25 Pinedale Drive, Greenville, South Carolina, Greenville  
County Block Book # 174.2-6-53 and as shown as lot No. 11 on a plat of  
the property of P. L. Bruce, recorded in the RMC Office for Greenville  
County in Plat Book MM, Page 123.

Together with all and singular the rights, members, hereditaments  
and appurtenances to said premises belonging or in any wise, incident, or  
appertaining; to have and to hold all and singular the premises before  
mentioned unto the Grantee, and the Grantee's heirs or successors and  
assigns forever. And, the Grantor does hereby bind the Grantor and the  
Grantor's heirs or successors, executors, and administrators to warrant  
and forever defend all and singular said premises unto the Grantee and  
the Grantee's heirs or successors and against every person whomsoever  
lawfully claiming or to claim the same or any part thereof.

The easement is to and does convey to the Grantee, its  
successors and assigns the following: The right and privilege of entering  
the aforesaid strip of land, and to construct, maintain, and operate  
within the limits of same, a drain pipe; the right of ingress and egress  
from said strip of land across the land referred to above for the purpose  
of exercising the rights herein granted; provided that the failure of  
the Grantee to exercise any of the rights herein granted shall not be  
construed as a waiver of abandonment of the right thereafter at any time  
and from time to time exercise any or all of same. No building shall be  
erected over said drain pipe nor so close thereto as to impose any load  
thereon.

It is agreed that the Grantor may plant crops, maintain  
fences and use this strip of land, provided: That crops shall not be  
planted over any pipes where the tops of the pipes are less than eighteen  
(18) inches under the surface of the ground; that the use of said strip  
of land by the Grantor shall not, in the opinion of the Grantee, interfere  
or conflict with the use of said strip of land by the Grantee for the  
purposes herein mentioned, and that no use shall be made of the said  
strip of land that would, in the opinion of the grantee, injure, endanger  
or render inaccessible the drain pipe of their appurtenances.

It is further agreed that in the event a building or other  
structure should be erected contiguous to said drain pipe land, no claim  
for damages shall be made by the Grantor, his heirs or assigns, on account  
of any damage that might occur to such structure, building or contents  
thereof due to the operation or maintenance, or negligences of operation  
or maintenance, on said pipe lines or their appurtenances, or any accident  
or mishap that might occur therein or thereto.

GCTO -----3 AP13 83 073

4.0000

0 3 4 3

174.2-6-53