

FILED GREENVILLE COUNTY
REDEVELOPMENT AUTHORITY
APR 13 1 55 PM '83 TRUST PLAZA, BOX 1154
GREENVILLE, S. C. 29601

VOL 1186 PAGE 345
Basil F. & Blanche G. Smith
27 Pinedale Drive
Greenville, SC 29609
174.2-6-54

DONNIE S. TANKERSLEY
R.M.C.
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Basil F. & Blanche G. 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 corners of lots 12 & 13
thence running with the joint side line of 12 & 13 N. 19-47N 27 feet to a point;
thence running N 70-42 E 63 feet on a point on the joint property line between
lots 11 & 12; thence running S 19-47 E 18.3 feet to a point on the rear property
corner; thence running S 62-52 W 60.9 feet
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 situate; lying and being in
Greenville County, South Carolina and being shown as Lot No. 12 on a plat of the
property of P. L. Bruce, recorded in the RMC Office for Greenville County in Plat
Book MM, Page 123 and having, according to said plat, the following metes and bounds,
to wit:

Beginning at an iron pin on the southerly side of Pinedale Drive at the
joint front corner of lots 11 & 12 and running thence with the common line of said
lots S. 19-27 E. 132.5 feet to an iron pin; thence S. 63-10 W. 60 feet to an iron pin
the joint rear corner of lots 12 and 13; thence with the common line of said lots,
N. 19-27 W. 140.3 feet to an iron pin on the southerly side of Pinedale Drive; thence
with said drive, N. 70-30 E., 60 feet to the point of beginning.

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.

4.0000

0345

1186