

STATE OF SOUTH CAROLINA;  
COUNTY OF GREENVILLE.

DEED OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS That we, Mrs. Jessie Mae Smith, T. J. Smith, L.N. Smith, Mrs. W.W. Mathews, Mrs. J.A. Fiddle and Mrs. G.C. Smith of said County and State for and in consideration of the cancellation and surrender of the right of way heretofore granted, to the grantee herein, by Mrs. Jessie Smith by deed dated July 24, 1934, and the sum of One Dollar to us in hand paid by Greater Greenville Sewer District Commission of Greenville, S.C., the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto Greater Greenville Sewer District Commission, its successors and assigns, a right of way in and through the lands of the grantors herein bounded by the lands of Austin Ayres, Dr. Davis Furman estate, Piedmont & Northern Railway Company and Furman Road, being more particularly described as follows: BEGINNING at a point on the Northeasterly line of the property of Austin Ayres about 186 feet Easterly from the center line of the Piedmont & Northern Railway tracks and running thence N. 42 degrees 30 minutes E. 49 6.5 feet to a manhole on the sewer line in the right of way granted by Mrs. Jessie Smith the 24th day of July, 1934, and having a junction manhole from which one sewer line runs under the Piedmont & Northern Railway tracks and one sewer line runs toward Furman Road, 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, blowoff connections and any and every other necessary and proper attachment, pipe lines for 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 necessary repairs and alterations thereon 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 and agreed that the grantee shall have the right and privilege of ingress and egress at any time to this right of way from Furman Road with materials and equipment of construction or maintenance at such point or points as the grantee may deem necessary, and that the damage for which Greater Greenville Sewer District Commission 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 of ingress and egress is to be used only during the construction or repair of said pipe lines 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 and make repairs, the owners have the same privilege and right as they now have to cultivate and use the land, provided, however this shall not apply to such part wherein the top of the pipe is less than eighteen (18) inches underground.

It is further agreed as part of the consideration hereof, that upon the removal of the now existing sewer pipe from any portion of the right of way conveyed by Mrs. Jessie Smith the 24th day of July 1934, the right and privilege of removal of which is hereby expressly granted, that the said Greater Greenville Sewer District shall cease to have any claim on such portion of said right of way granted the 24th day of July 1934, from which the sewer pipe has been removed.

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

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

TOGETHER with all and singular the rights, privileges, easements and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Greater Greenville Sewer District Commission, its successors and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Greater Greenville Sewer District Commission, its successors and assigns, against ourselves and our heirs and every other person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this 21st day of July, 1937.

Signed, sealed and delivered in the presence of:	<u>Mrs. Jessie Mae Smith</u>	(LS.)
<u>Sam F. Floyd</u>	<u>T. J. Smith</u>	(LS.)
<u>W. B. Singleton</u>	<u>L. N. Smith</u>	(LS.)
	<u>Mrs. W. W. Mathews</u>	(ES.)
	<u>Mrs. J. A. Fiddle</u>	(LS.)
	<u>Mrs. G. C. Smith</u>	(LS.)

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COUNTY OF GREENVILLE.

PERSONALLY appeared before me Sam F. Floyd and made oath that he saw the within named Mrs. Jessie Mae Smith, T.J. Smith, L.N. Smith, Mrs. W.W. Mathews, Mrs. J.A. Fiddle and Mrs. G. C. Smith sign, seal and as their act and deed deliver the within written instrument, and that he with W.B. Singleton witnessed the execution thereof.

SWORN to before me this 28 day of July, 1937.  
J.C. Pressly (LS.) Sam F. Floyd  
Notary Public for S. C.

Recorded July 31, 1937 at 10:54 A. M.