

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

MAY 22 1950

KNOW ALL MEN BY THESE PRESENTS: That the undersigned of said County and State, hereinafter called 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, do hereby grant unto the said Grantee, its successors and assigns, the right, privilege and easment to go in and upon that tract or lot of land situate in Greenville Township, in said County and State, and described as follows:

Property of the grantor, having as its center line a line commencing at the present manhole in the 10-inch cast iron sewer of the grantee, located approximately 2000 ft. from Buncombe Road and running thence in a Northeasterly direction at an angle of approximately 65 degrees to the 10-inch cast iron sewer line above mentioned approximately 116 ft. to the property line of the grantor, the proposed sewer line continuing from that point in the same direction over the property of others to the Westernmost manhole in West Decatur Street,

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 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 AND AGREED: That the easement herein granted shall extend throughout the property of the Grantor about 116 feet, and shall be of such width as the Grantee shall deem necessary for the purposes herein specified, and that the damage for which said Grantee may be held liable shall be confined to that arising from the use of this strip only, and nothing beyond.

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 exception 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 thereof, the Grantor herein and the heirs and assigns of the same, may make taps or connections with said pipe lines 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 in case of future damage to crops or property due from accident in said pipe lines, the Grantee shall pay any reasonable damages therefor.

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

All other terms and conditions of this Grant of Easement are as follows:

This easement is granted subject to the rights, if any, of The South Carolina National Bank of Charleston, as Trustee, under, and of the holders of bonds secured by, that certain indenture executed by and between The Aspinook Corporation, The

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