

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Lullwater Syndicate, Inc. of said County and State, for and in consideration of the terms, conditions, and privileges hereinafter expressed and the sum of One (\$1.00) Dollar to it in hand paid by the City of Greenville, South Carolina, the receipt whereof is hereby acknowledged, does hereby grant unto the said City of Greenville, South Carolina, its successors and assigns, subject to any easements heretofore executed over said property, the right, privilege, and easement to go in and upon that tract or lot of land situate in said County and State, between the C&WC Railroad and Mill Creek, easement to be across the north-easterly edge of the property of the Lullwater Syndicate, Inc., which deed is recorded in Deed Book 172, Page 164, R. W. C. Office, Greenville County Courthouse; also being known as Lot 1/4, Block 1, as shown on Sheet 196 of the Greenville County Block Book, and to construct, maintain in and upon, and use in and through said lot, in a proper manner, with necessary apparatus, such as, machinery, air vents, manholes, and any and every other necessary proper attachment, a sanitary sewer line, which sewer line shall be entirely underground, said sewer line having the following metes and bounds, to wit:

BEGINNING at a point on the western property line, this being the joint property line of Lullwater Syndicate, Inc. and the Greenville County Schools and said point being 30 feet more or less from the center of Mill Creek; thence running generally parallel to Mill Creek, S. 80-05 E. 95 feet; thence across a surface treated street S. 82-59 E. 476 feet; thence S. 23-59 E. crossing a dirt road, 113 feet; thence beside the dirt road S. 53-10 E. 31.4 feet; thence S. 60-47 E. 285 feet; thence continuing beside dirt road S. 69-18 E. 251 feet; thence N. 80-42 E. 30.4 feet; thence N. 79-09 E. 330 feet; thence S. 60-51 E. 200 feet to a manhole; thence S. 48-30 E. 219 feet to a point on the eastern property line, said point being 67 feet more or less from the center of Mill Creek.

ALSO an additional easement with the following metes and bounds, to wit:

BEGINNING at a point on the aforementioned proposed sewer line, said point being E.L. 30 E. 219 feet from the eastern property line and running thence N. 23-21 E. across Mill Creek, parallel to Rabbit Branch 232 feet to an existing manhole, said manhole being 65 feet more or less from the center of Lowndes Hill Road.

IT IS UNDERSTOOD AND AGREED that the easement herein granted shall extend ten feet each side of the center line of said sewer for the purpose of construction. It is further agreed and understood that this easement is to be used only during the construction or repair of said pipe line; and, with the exception of the right of the City of Greenville, South Carolina, its successors and assigns, servants and employees, to inspect said line and to enter and make repairs, the owner has the same right it now has to use the land in any way it sees fit, including the rights of said owner, its successors or assigns, to construct houses over said sewer line, or to construct roads over same.

IT IS FURTHER AGREED, as a part of the consideration hereof, that the grantor herein, its successors and assigns, may make taps or connections with said pipe line. It is expressly provided, however, that such connections or taps be made under the rules and supervision of engineers representing the City of Greenville, South Carolina, or its successors.

IT IS FURTHER AGREED that in case of injury or damage to property of the grantor, its successors and assigns, incurred through the operation, repair, or servicing of said sewer line, the City of Greenville, South Carolina, shall pay reasonable damage therefor.

IT IS FURTHER AGREED that upon the written request of the grantor, its successors or assigns, when a building is to be erected over any part of said sewer line, the said City of Greenville, South Carolina, within fifteen (15) days after receipt of such written request, will, at its own expense, remove that part of the terra cotta sewer line pipe over which the building is to be erected and replace such terra cottapipe with cast iron pipe of the same size.

IT IS FURTHER AGREED that this right-of-way applies only to the sanitary sewer line having the metes and bounds recited above.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 20<sup>th</sup> day of November, 1954.

In the presence of:

Eva H. Dockins  
Spencer T. Mumford

Lullwater Syndicate Inc  
By J. C. Gowers (LS)  
Pres  
Walter W. Schmidt  
Secy & Treas.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me Frances Mumford  
and made oath that she saw J. C. Gowers as  
President and Walter W. Schmidt as  
Secy & Treas of Lullwater Syndicate  
corporation chartered under the laws of the State of SC

\_\_\_\_\_ sign, seal with its corporate seal and as  
the act and deed of said corporation deliver the within written  
agreement, and that she, with Eva H. Dockins  
witnessed the execution thereof.

SWORN to before me this 20 day  
of November, 1954.

Frances Mumford

Eva H. Dockins  
Notary Public for South Carolina