

State of South Carolina,  
County of Greenville

Know all men by these presents, That I, Milton G. Smith, Attorney, under that certain Power dated February 5, 1931, and recorded in the R. M. C. office for Greenville County, State aforesaid, in Deed Book 47, at Page 595, Grantor, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do hereby Grant, Bargain, Sell and Release, unto said and released, and by these presents do hereby Grant, Bargain, Sell and Release, unto Saluda Land and Lumber Company, a corporation, Grantee, its successors and assigns, all rights of ingress and egress with the right to locate, construct and use exclusively such roads, tram-roads, steam skidders, tractors and other machinery and equipment of any and every kind whatsoever, which is the judgment of the said Grantee, may be useful, convenient or necessary for the cutting, removal, transporting and manufacturing of the timber and trees situate on lands lying in the region of the hereinafter described tract of land, together with all other rights, ways, privileges and easements, in, over, upon and across that certain tract of land more particularly described as follows:

That certain tract of land commonly known as the "Irvine Estate", containing 494 acres, more or less, situate, lying and being near Green Mountain, on branch waters of Watercock Creek and South Saluda River, in Cleveland Township, Greenville County, State of South Carolina, described by metes and bounds on a plat thereof prepared by Howard Wissell, C. S., Survey of 1920-1922, reference to which plat is hereby made for a full and complete description of the said tract:

It is hereby mutually agreed and understood:

1. That the said Grantee, its successors and assigns, shall have the right to select and locate the exclusive rights-of-way hereinbefore granted, with the further right to remove underbrush, brush, stone and earth from the said rights-of-way which may be useful, convenient or necessary for the enjoyment of the rights, ways, privileges and easements hereunder granted.

2. That the said Grantee, its successors and assigns, shall not be liable for any damage of whatsoever nature that may be done in the exercise of any of the rights and privileges hereunder granted.

3. That the said Grantee, its successors and assigns, shall have the right to remove any and all roads, tram-roads, machinery and equipment of every kind and description, constructed, placed and erected upon the said premises by the said Grantee, but, this shall not be construed or operate so as to compel the said Grantee, its successors and assigns, to remove the same or any part thereof.

And, I, Milton G. Smith, do hereby bind myself, my heirs, executors, administrators, successors and assigns, to warrant and defend, all and singular the rights, ways and easements hereunder granted and conveyed unto the said Saluda Land and Lumber Company, its successors and assigns, against myself, my heirs, executors, administrators, successors and assigns, and all persons lawfully claiming or to claim the same or any part thereof.

In witness whereof I have hereunto attached my hand and affixed my seal this 10 day of December, A. D. 1932.

Signed, sealed and delivered  
in the presence of:

L. E. Wooten  
C. S. Bowen.

State of South Carolina,  
County of Greenville

Personally appeared before me C. S. Bowen and made oath that he saw the within named Milton G. Smith, sign, seal and as his act and deed deliver the within instrument, and that he with L. E. Wooten, witnessed the execution thereof.

Sworn to before me this 10 day  
of December A. D. 1932.

C. S. Bowen.

L. E. Wooten,  
Notary Public for State of South Carolina.

Recorded this the 13th day of December, 1932, at 2:15 P. M.