

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA }
County of Greenville

J. A. M. Caine

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 Grantee in hand paid by ~~Grantor~~ ^{Greenville Sewer District} ~~Grantor~~, its successors and assigns; the right, privilege and easement to go in and upon that tract or lot of land situate in Greenville Township, in said County and State, and described as follows:

Commencing at a point in the Western line of Lot # 2, as shown on plat of Addition No. 1 of Forest Hills, as recorded in Plat Book D at pages 226 and 227, and running thence in an Easterly direction across lots Nos. 2, 3, and 4, as shown on said Plat to a point in the Eastern line of said lot # 4.

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 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 ~~the~~ ^{Greenville Sewer District} ~~the~~ ^{Commission} feet, and shall be of such width as the Grantee shall deem necessary for the purposes herein specified, and that the damage for which ~~the~~ ^{the} liable shall be confined to that arising from the use of this strip only, and nothing beyond.

IT IS FURTHER AGREED AND UNDERSTOOD: 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~~ ^{the} 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 hereof 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~~ ^{that Grantor} ~~the~~ ^{the} 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.

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

IN WITNESS WHEREOF ^{said J. A. M. Caine does hereunto set his hand and seal} the head and seal of the Grantor has been hereunto set this the 13 day of September 1937.

Signed, sealed and delivered in the presence of:

Edwin M. J. Meares
Mary L. Shaw

J. A. M. Caine (SEAL)

STATE OF SOUTH CAROLINA }
County of Greenville

PERSONALLY APPEARED before me the undersigned deponent, ^{Mary L. Shaw and made oath that she saw the within} who on oath says that the deponent saw the above named grantor sign, seal and as the named J. A. M. Caine, sign seal and as his act and deed deliver the within act and deed of said Grantor deliver the within written easement, and that deponent, with ^{witnessed the execution thereof} Edwin M. J. Meares witnessed the execution thereof.

SWORN TO AND SUBSCRIBED before me this day 13th

of September 1937

Edwin M. J. Meares (SEAL)
Notary Public for S. C. P.

Mary L. Shaw

Recorded Sept. 14 1937, at 11:50 o'clock A. M.