

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, hereinafter called Grantor, for and in consideration of the sum of One (\$1.00) Dollar to the Grantor in hand paid by Overbrook Water and Sewer Subdistrict, of Greenville, South Carolina (the receipt whereof is hereby acknowledged) does hereby grant unto the said Grantee, its successors and assigns, the right, privilege and easement to go in and upon that tract or lot of land situate in Greenville Township, near the City of Greenville, in said County and State, said right-of-way to run the following course and distance:

Beginning at a point on the Southwest side of Payne Street, at the joint corner of Lots No. 24 and 25, and running thence across the line of Lots No. 23 and 24, S. 64-23 W. 178.7 feet to a point on the Northeast side of West boro Street, as shown on plat of property of Grantor made by Dalton & Neves, Engineers, December 1940, and revised December 1942, and to construct, maintain in and upon and use in and through said premises, in a proper manner, with necessary apparatus and appliances, manholes, connections and any and every other necessary and proper attachment, an 8 inch pipe line 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 of said line, together with the right to cut away and keep clear of said pipe line 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 178.7 feet, and shall be only of such width as shall be necessary for the purposes of laying and maintaining said 8 inch pipe line.

IT IS FURTHER UNDERSTOOD AND AGREED 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 Grantee, its successors and assigns, agents, servants and employees to inspect said pipe line, and to enter at any point and make repairs, the Grantor has the right to cultivate and use the said land.

IT IS FURTHER AGREED that, as a part of the consideration hereof, the Grantor herein, its successors and assigns of the same, may make taps or connections with said pipe line, 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.

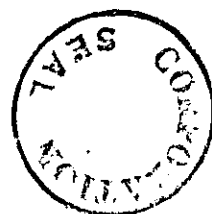
IT IS UNDERSTOOD AND AGREED that in case it should be necessary for the Grantee to go upon said premises for the purpose of maintaining, replacing or repairing said sewer pipe line, then the premises shall immediately, upon completion of said work, be restored to the same condition as existed prior thereto, and said Grantee shall pay for any damages caused by it in connection with or growing out of the maintenance, operation, replacement or repairing of said line, to the said property or to any growing crops thereon.

IN WITNESS WHEREOF, the hand and the seal of the Grantor has been hereunto set this 9th day of December, 1942.

Signed, sealed and delivered
in the presence of:

Henry Fairchild
A. J. Timmons
W. T. Patrick

LULLWATER SYNDICATE, INC. (L. S.)
BY: T. C. Gower,
President
AND: Wm. R. Timmons,
Secretary.



STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

PERSONALLY appeared before me A. J. Timmons and made oath that he saw T. C. Gower, as President, and Wm. R. Timmons, as Secretary of Lullwater Syndicate, Inc., sign, seal with its corporate seal and as the act and deed of said corporation, deliver the within written Right-of-Way Agreement, and that she with W. T. Patrick witnessed the execution thereof. Sworn to before me this 9th day of December, 1942.

W. T. Patrick (L. S.)
Notary Public for South Carolina.



A. J. Timmons.

No Stamps.

Recorded January 4th, 1942 at 9:10 A. M. #59 BY:E.G.