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STATE OF SOUTH CAROLINA)

EASEMENT

COUNTY OF GREENVILLE

1. KNOW ALL MEN BY THESE PRESENTS that Thomas M. Cowart, Grantor, in consideration of One (\$1.00) Dollar paid by Southern Investments, A General Partnership, hereinafter called the Grantee, receipt of which is hereby acknowledged, do hereby grant and convey unto the said grantee a perpetual easement giving Grantee a permanent and continuous right of access, ingress and egress in and over that tract of land situate in the above State and County being known and designated as follows:

ALL that piece, parcel or lot of land, being triangular in shape, being situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as part of Lot 5, Carolina Court, on plat entitled "Property of Southern Investments, a General Partnership" as recorded in the RMC Office for Greenville County, South Carolina in Plat Book __ at Page and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint rear corner of Lots 4 and 5 and running thence S. 19-52 W. 64.78 feet to an iron pin; thence S. 34-04 W. 50.13 feet to an iron pin; thence N. 25-29 E. 114.04 feet to an iron pin, the point of beginning.

The grantor herein by these presents warrants that he is legally qualified and entitled to grant a perpetual easement with respect to the lands described herein and that the subject property is free of all liens, mortgages and encumbrances.

- 2. The easement is to and does convey to the grantee, its successors and assigns, the following: The right and privilege of entering the aforesaid parcel of land, and to contract, maintain and operate within the limits of same, water pipe and/or natural gas lines, and any other adjuncts deemed by the grantee to be necessary for the purpose of conveying water and/or natural gas and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said grantee may deem desirable; the right of ingress to and egress from said parcel of land across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of the grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of the same.
- 3. It is agreed that no use shall be made of said parcel of land that would injure, endanger or render inaccessible the water pipe line and/or natural gas appurtenances.
- 4. This easement shall be for the benefit of that property owned by the Grantee and identified as the property owned by Southern Investments, a General Partnership, known as Lots 3 and 4 according to that plat.

Grantee shall be responsible for repairing any damage to the subject property resulting from an exercise of its rights herein.

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CONTINUED ON ACAL LINES