

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

Form No. 2.

KNOW ALL MEN BY THESE PRESENTS, That I, B. J. Edwards of said County and State, for and in consideration of the premises, and of the sum of One & no/100 Dollars, to me in hand paid by the City of Greenville, South Carolina, the receipt whereof is hereby acknowledged, do hereby grant unto the said City of Greenville, its successors and assigns, subject to existing leases, if any, the right, privileges and easement to go in and upon that tract of land, situated in Paris Mtn. Township, in said County and State, bounded by lands of the grantor on the North; by the Old Buncombe Road on the East; by Jessie Ashmore on the South and West.

No part of the right-of-way covered by this agreement is leased for the year 1939. The grantee is to have a 15 foot strip lying West of said first pipe line in addition to the 50 feet below described, which strip is to be used during construction of first pipe line and is not included in permanent right-of-way, but is subject to the provisions in this agreement relating to the protection and maintenance of first pipe line.

To construct and maintain in, upon and through said premises, in a proper manner, pipe lines, air vents, blow off connections, manholes and other necessary apparatus incident thereto, using the necessary appliances and machinery for such work for the purpose of conveying water through the premises above described, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon, together with the right to cut away and keep clear of said pipe lines all trees and other obstructions that may in anyway endanger the proper operation of same, and together with the right of laying other pipes as may from time to time become necessary.

It is understood and agreed that the right-of-way to be used under this contract is to be fifty feet in width throughout the entire length which is approximately 115 feet, and the damage, which the City of Greenville is to be liable for, is to be confined to this strip and nothing beyond. The location of the first pipe line, when laid, will determine the definite location of the right-of-way. The west side first pipe line shall be accepted as the West boundary line of this right of way. The fifty feet of said right-of-way shall lie East of the West side of said first pipe line and the entire right-of-way may be used for the purpose of installing pipe lines in the future and/or for the maintenance and up-keep thereof. The location of said first pipe line is to be approximately along the revised line as now located and staked out by the engineers, subject to a variation of not exceeding 5 feet either way.

It is further understood that the owner is to have the same privileges and rights to cultivate and use this right-of-way strip of land as he had prior to this agreement, provided, such use thereof will not interfere with the construction of future pipe lines by the City and the proper maintenance of its lines now or hereafter located thereon.

It is further agreed that in case of future damages to property or crop, due from an accident on pipe lines, that the City of Greenville shall pay all damages, and in the event of the City laying other pipe lines, that the owner shall then be paid for all crop and property damages on the right-of-way.

The payment above specified covers compensation for the easement or right-of-way, and also covers all claims for damages along said right-of-way resulting from construction of the first pipe line to be laid.

The undersigned agree to release and give to the City of Greenville, S. C. actual physical possession of the above described premises not later than the 10th day of April, 1939.

In witness whereof, the said grantor or grantors herewith set his Hand and Seal this ✓ day of April, 1939.

In the Presence of:

Louise F. Edwards.

B. J. Edwards (SEAL)

T. C. Gower.

State of South Carolina,  
County of Greenville.

Personally appeared before me T. C. Gower and made oath that he saw the within named B. J. Edwards sign, seal and as his act and deed deliver the within written instrument, and that he with Louise F. Edwards witnessed the execution thereof.

Sworn to before me this day of April 11th, 1939.

A. G. Gower (L. S.)

T. C. Gower.

Notary Public for S. C.

No Stamps

Recorded July 28th, 1939 at 3:50 P. M. #9584 BY: E.G.