

## TITLE TO REAL ESTATE

3725 PATTERSON-JARVIS CO.-GREENVILLE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

KNOW THAT ALL MEN BY THESE PRESENTS, That I, Elizabeth B. Watson of said County and State, for and in consideration of the premises, and of the sum of One hundred and eighty 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 Bates and Paris Mountain Township, in said County and State, bounded by lands of Batson and Phillips and others on the north; by W. G. Howard on the east; by B. J. Edwards and others on the south and by Tom Batson and others on the west.

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 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 sixty feet in width throughout the entire length which is approximately 1552 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 center of the first pipe line shall be accepted as lying ten feet from the West boundary line of this right-of-way.

The remaining fifty feet of said right of way shall lie East of the center line 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 of 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 agrees to release and give to the City of Greenville, S. C. actual physical possession of the above/described premises not later than the 15 day of December, 1938

IN WITNESS WHEREOF, the said grantor or grantors herewith set her hand and seal this 8th day of December, 1938

In the presence of

Reath Wilson

Elizabeth B. Watson

Mattie A. Rogers

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally appeared before me Mattie A. Rogers and made oath that she saw the within named Elizabeth Watson sign, seal and as her act and deed deliver the within written instrument, and that she with Reath Wilson witnessed the execution thereof.

Sworn to before me this day of

Mattie A. Rogers

December 9, 1938

J. R. Ballentine (L. S.)

Natary Public for S. C.

No part of the right of way covered by this agreement is leased for the year 1938 or 1939.

It is understood and agreed that should the Commissioners of Public Works for the City of Greenville give Free Water to any property owners along this pipe line in exchange for the right of way I agree to refund the amount paid to me (\$180.00) and am to be given free water for only the residence and barn now on said property, in lieu thereof.

Witnesses:

Reath Wilson

Mattie A. Rogers

Elizabeth B. Watson SEAL

S. C. Stamps Cancelled \$1.00

U. S. Stamps Cancelled \$0.50

Recorded Jan. 13, 1940 at 12:17 P. M.

#627

By:MLM