

should said tank be removed, or not be maintained in condition to give adequate water pressure, or if the water be not kept in same, or if such pressure is not maintained by other means, then this easement shall terminate.

Witness my hand and seal this 22, day of June, 1920.

In the presence of:

William McSwain,
Paul B. Agnew.

T.M. Groce (L.S.)

State of South Carolina,
County of Greenville.

Personally appeared before me Paul B. Agnew who being duly sworn says that he saw T.M. Groce sign, seal and as his act and deed deliver the foregoing agreement, and that he with William McSwain witnessed the execution thereof.

Sworn to before me this 22,
day of June 1920.

Dixon D. Davis (L.S.)
Notary Public for S.C.

Paul B. Agnew.

Recorded June 23rd, 1920.

204

State of South Carolina,
County of Greenville.

Whereas, The United States Government did heretofore construct upon my lands at or near Paris in the County and State aforesaid, the following, to-wit:-

1. A certain power line including necessary poles, wires and fixtures;
2. A certain underground water pipe line, extending from the lands of T.M. Groce through my lands, or the lands now of The Minter Homes Company;
3. Four large water tanks, one of which has been removed, leaving now on my lands three of said tanks, and,
4. A side track extending from the Edwards lands for - - - feet on my lands in the direction of the said water tanks; and

Whereas The Minter Homes Company has acquired the said power lines with the poles, wires and all other fixtures and also the water pipe lines with all materials used therein and the said three tanks with all materials used therein, and the said side track and all materials, and, Whereas, I have agreed that for the consideration hereinafter mentioned to grant to The Minter Homes Company, the easement and rights hereinafter set forth;

Now, Therefore, Know all men by these presents, That I, W.R. Groce, of the State aforesaid, in consideration of the sum of \$625.00 to me in hand paid by The Minter Homes Company have granted, bargained and conveyed, and by these presents do grant, bargain and convey unto the said The Minter Homes Company, its successors and assigns, the following, to-wit:

1. The right, privilege and easement to maintain and operate, repair and renew the said power line, including necessary poles, wires and other fixtures over and across my said lands along -

(Next page)

the same line now occupied by said power line; provided, however, that I am to have the privilege of tapping the said power line subject to the rules and regulations and charges of the Southern Power Company, its successors and assigns. And provided further that in case streets should be constructed through my said lands and the same divided into small lots, then and in such case the right is reserved to move the said power line so as to make it conform as nearly as practicable to said streets.

2. Also the right, privilege and easement of maintaining, operating, repairing and renewing said pipe line across my said lands along the line of the present water pipe; provided, however, that I am to have the privilege of tapping the water mains subject to the rules, regulations and charges of the Greenville Water Commission Co., its successors and assigns.

3. Also that certain plot of land upon which are now located the said three water tanks, so as to include all land occupied by said tanks and for ten feet beyond the concrete bases thereof; provided, however, that I am to have the privilege of making necessary connections with one of said tanks so as to avail myself of the water pressure for the use of my said lands; subject to such rules, regulations and charges as may be adopted or enforced by the Greenville Water Commission its successors and assigns; and provided further that the grant of said plot of land is solely for the purpose of maintaining and operating said tanks and the said lands shall revert to me in case they should cease to be used for the maintenance and operation of said tanks.

And I do hereby authorize and grant to the said corporation, the right to enter upon my said lands whenever necessary for the purpose of maintaining, repairing, renewing and operating the said side track, power lines, and water pipe lines and said tanks, with the right to egress and ingress for said purposes.

Provided, however, that the said corporation shall be liable for damages to my lands or any of the property belonging to myself or my agents or assigns, located thereon, which may be caused by the bursting of said water pipes or tanks or by entering upon my said lands and repairing, renewing either the pipe line or power line.

Witness my hand and seal this 17th, day of June 1920.

In presence of:

Harry P. Lewis,
E.A. Turner.

W.R. Groce (Seal)

State of South Carolina,
County of Greenville.

Personally appeared before me E.A. Turner and made oath that he saw the within named W.R. Groce, sign, seal and as his act and deed deliver the within written deed, and that he with Harry P. Lewis witnessed the execution thereof.

Sworn to before me this 19,
day of June, 1920.

E.A. Turner

J.B. Knight (L.S.)
Clerk U.S. Dist. Court
Western Dist of S.C.

Recorded June 23rd, 1920.