

State of South Carolina.

County of Greenville.

LEASE

This agreement made by and between E. H. Shanklin, hereinafter called the party of the first part, and J. V. Smith, hereinafter called the party of the second part, this the 31st day of March, 1934.

Witnesseth: That the party of the first part for and in the consideration of the sum of One Dollar and other valuable mutual considerations, the receipt which is hereby acknowledged, does hereby and by these presents, does lease, rent unto the party of the second part, the right to erect a dam across the stream on the premises purchased from C. H. Chandler and bounded by I. P. Few, J. V. Smith, W. H. Brockman, et al. or such other appurtenances as may be necessary for obtaining the use of the flow of water from the said stream.

2. The party of the first part does hereby grant unto the party of the second part, the right to erect and place upon the said stream a RAM for the purpose of pumping water, and does hereby give unto the party of the second part the right of ingress and egress over and across the lands belonging to the party of the first part for the purpose of laying the necessary pipe or pipes for the transmission of water to the premises belonging to the party of the second part.

3. That the party of the second part is to buy and furnish the ram at his own expense and to properly install the same at his own expense, and that at any time, if the same is not satisfactory, that he have the right upon giving the party of the first part 30 days notice, that he have the right to take up and remove the said ram from the said stream.

4. That the party of the first part, shall have the right to lay such piping as may be necessary and connect it with the ram above mentioned belonging to the party of the second part for the purpose of obtaining such water as may be necessary for his premises, the same to be laid and erected at the expense of the party of the first part, and it is understood and agreed, that each party hereto, shall have the right to use all water necessary for their premises, and neither shall have the right to stop or cut off the supply of the others necessary water, during life of this agreement.

5. It is understood and agreed, that this agreement is to be of indefinite term.

6. It is understood and agreed, that the parties hereto, do hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend this agreement as above written.

In testimony whereof, the parties have hereunto set their hands and seals, the day and date above written.

Signed, sealed and delivered in the presence of:

W. L. James,

x

E. H. Shanklin, (LS)

J. V. Smith (LS)

State of South Carolina,

County of Greenville.

Personally appeared W. L. James who being sworn says that he saw the above named parties sign and deliver the above written instrument, and that he with _____ witnessed the execution thereof.

Sworn to before me, this 31st day of March, 1934.

Notary Public for S. C.

J. B. Mendenhall N.P.S.C.

J-V-Smith-

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Recorded:-- March 5th , 1934, at 9:45 A. M. #2501;