

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

WHEREAS, the Contractor constructing a water system for Parker Water and Sewer Sub-District, a municipal corporation ( hereinafter ) called Parker Sub-District) without the consent of the subdistrict, constructed a water line across that tract of land owned by J. B. Bradley and Mrs. Mae Martin Bradley, which is fully described in a deed dated Aug. 28, 1933, executed by A. T. Bradley and recorded in Book 171, at page 492 of the records for Greenville County, (to which reference is crived for a more complete description of the property), when said line should have been constructed along the street and road abutting said property; and,

WHEREAS, suit was subsequently brought by the said owners against said Parker Sub-District; and,

WHEREAS, th e parties have subsequently agreed that said line may remain on the property, and that the owners will convey to the said Parker Sub-District the right and easement to maintain said line on the property;

NOW, KNOW ALL MEN BY THESE PRESENTS: THAT we, J. B. Bradley and Mrs. Mae Martin Bradley, for and in consideration of the sum of FIFTY (\$50.00) DOLLARS, to us in hand paid, at and before the execution and delivery of these presents, hereby give, grant and convey unto Parker Water and Sewer Sub-District, a municipal corporation, a right-of-way across the property hereinabove described, and being in length about twenty (20) feet, for the purpose of maintaining in and upon, and using in and through said premises in a proper manner, with the necessary appurtenances and appliances, and any and every other necessary and proper attachment, pipe lines for water through the premises above described, together with the right at all times to enter in and upon said premises for the purposes of inspecting and making necessary repairs and alterations of said line, together with the right to cut away and keep clear of said pipe lines all trees and other obstructions that may in any way endanger the proper operation of same.

IT IS UNDERSTOOD AND AGREED that the easement herein granted shall extend throughout the property of the grantor, (about a distance of 20 feet, and shall be of such width as the Grantee shall deem necessary for the purposes herein specified, and that the Grantee may not be held liable for any damages arising for the use of anything beyond the strip of land used as and for said right-of-way.

AND IT IS FURTHER UNDERSTOOD AND AGREED That this easement and right-of-way is to be used only during the construction, repair and maintenance of said pipe line, and, with the exception of the right of the Grantee, its successors, assigns, agents and servants, to inspect such pipe line, to enter upon and make repairs, the Grantor has the right to cultivate and use the land; provided, however, that this shall not apply to such part wherein the top of the pipe is less than eighteen (18") inches underground.