

TITLE TO REAL ESTATE

7725 PROVISIONS—LEGISLATIVE CO.—GREENVILLE

STATE OF SOUTH CAROLINA,
GREENVILLE COUNTY.

MEMORANDUM OF AGREEMENT entered into between H. T. Meeks, party of the first part, hereinafter designated as Meeks, and R. G. Emery, of the second part, hereinafter designated as Emery, Witnesseth:

The Parties own adjoining lands in the northern part of Greenville County and Meeks has given permission to Emery, in consideration of the sum of One dollar, the receipt of which is hereby acknowledged, to lay a one and one-half inch water pipe through the land of Meeks to his spring for the purpose of supplying water to the house of Emery by gravity. The pipe shall be laid in a trench by Emery at his own expense in such a manner as not to interfere with or damage any of the rights or property of Meeks and shall be promptly covered up and remain in perpetuity in the ground for the aforesaid supplying of water from the spring. In order that the supply shall continue uninterrupted and unpoluted, the following has been agreed upon;

1. To promote a free and unobstructed flow of water through the pipe Emery shall be allowed to build and maintain a small catch basin below the spring at a point to be designated by Meeks. The size and design shall be first submitted to Meeks and after construction it shall be kept closed and protected except when opened for cleaning or the removal of foreign matter. The basin shall be provided with suitable drains and a cover properly secured.

2. In the event of any obstruction to the catch basin or to the pipe the necessary mechanical attention shall be given and repairs made in such manner as not to interfere with the use of the spring or any of the rights or property of Meeks.

3. Meeks on his part agrees that Emery shall have the right to draw water from the spring into the catch basin and the pipe line free of interference or contamination in the same manner as the spring flows at the present time and has been wont to flow, and without depletion or diversion, with the right of ingress and egress for repairs, but Meeks does not assume any responsibility for purity of water, conditions which may arise from natural forces or events or causes arising beyond his property line or his control.

4. Meeks reserves the right at any time connect a branch pipe line on his own land for the use of himself, his heirs, executors and assigns who may live upon the said land, such connection to be made and such use to be conducted so as not to interfere with the free supply of water to which Emery shall be entitled under this agreement. It is further understood that if at any time the flow through the water pipe should be impeded by any use or waste of the branch line to such an extent as to interfere with the flow of the water to Emery's premises, then use of the branch line shall be diminished or cease until an adequate supply is obtained by Emery from the main pipe.

5. This agreement is intended to create an easement for the benefit of Emery, his heirs, executors and assigns. In the laying and maintenance of the pipe line no expense shall be chargeable against Meeks, his heirs, executors or assigns. The land owned by the parties and referred to above is in Cleveland Township, Greenville County, South Carolina, on Jones Gap Road and Middle Saluda River.

In witness whereof the parties have hereunto set their hands and seals, in duplicate this 17th day of November, 1936.

In presence of:

Mrs. R. G. Emery	
As to H. T. Meeks.	H. T. Meeks, (SEAL)
Myrtle R. Duke,	
As to R. G. Emery.	R. G. Emery (SEAL)
H. R. Turner	
As to H. T. Meeks and R. G. Emery.	
State of South Carolina,	
County of Greenville.	

Personally appeared before me H. R. Turner, who being duly sworn says that H. T. Meeks and R. G. Emery personally acknowledged having signed and sealed the within instrument and that he with Mrs. R. G. Emery witnessed the same as to H. T. Meeks and with Myrtle R. Duke witnessed the same as to R. G. Emery.

Sworn to before me this 28th day of May, 1937.

T. Lake Cely (SEAL)
Notary Public for S. C.

H. R. Turner.

Recorded this the 22nd day of June, 1937 at 11:05 A. M.