

TITLE TO REAL ESTATE

STONE PROVENANCE-JANARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

S. C. Stamps \$1.00
U. S. Stamps \$0.50

KNOW ALL MEN BY THESE PRESENTS: That Union Bleachery, a corporation of said County and State, for and in consideration of the sum of Four Hundred Seventy-six and 90/100 Dollars, to it in hand paid by the City of Greenville, South Carolina, the receipt whereof is hereby acknowledged, does hereby grant unto the said City of Greenville, its successors and assigns, the right, privilege and easement to go in and upon that tract of land, situated in Greenville Township, in said County and State:

West of Buncombe Road and East of Reedy River, being portions of lands conveyed to Union Bleachery by Union Bleaching and Finishing Company, by deed dated July 1, 1922, recorded in the R. M. C. Office for Greenville County in Deed Book 85, page 419 and by Guy A. Gullick, Judge of Probate by deed dated July 8, 1932 and recorded in the R. M. C. Office for Greenville County in Deed Book 110, page 424.

To construct and maintain in, upon and through said premises, in a proper manner, a pipe line, air vents, blow-off connections, manholes and other necessary apparatus 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 line and making necessary repairs and alterations thereon, together with the right to cut away and keep clear of said pipe line all trees and other obstructions that may in anyway endanger the proper operation of same.

It is understood and agreed that the right-of-way to be used under this contract is throughout the above property which is approximately 4769 feet in length, and it is further understood and agreed that the City shall have a right to use a strip of land fifty feet in width across said premises, except in Lester Street, during the installation of said pipe line. The location of said pipe line is to be approximately along the line as now located and staked out by the engineers, and as shown on plat made by J. E. Serrine & Company, Engineers, blue print of which, dated February 13, 1939, is hereto attached and made a part hereof, the course of said right-of-way and pipe line to be approximately as follows:

Beginning at a point on the northern property line of Union Bleachery, and running thence S. 2-40 E. 59 feet to Station 1076 + 00; thence S. 5-05 W. 332 feet to Station 1079 + 32; thence S. 2-40 E. 968 feet to Station 1089 + 00; thence S. 26-09 E. 773.2 feet to Station 1096 + 73.2; thence S. 38-46 E. to Lester Street and continuing approximately down the center of said street a total of 1826.8 feet to Station 1115 + 00 at entrance of Lester Street into another street; thence S. 34-40 E. 810 feet crossing a road and a railroad to the southern property line of Union Bleachery.

It is understood and agreed that this conveyance is subject to all easements and rights-of-way heretofore granted.

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 it had prior to this agreement, provided, such use thereof will not interfere with the proper maintenance of this line.

It is understood and agreed that the grantee, its successors and assigns, will indemnify and save harmless the grantor, its successors and assigns, from any loss or liability on account of or growing out of the construction, operation, maintenance and repair of said pipe line, and that during construction or repair any fences through which the grantee, its agents or assigns, or the contractors engaged in such construction or repair shall find it necessary to pass, shall be maintained or guarded so as to prevent the escape of cattle.

It is further agreed that the grantor or its successors or assigns shall have the right at its or their own expense to make connection with such pipe line under the supervision of the engineer of the grantee and under the reasonable rules and regulations of the grantee, its successors or assigns.

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 20th day of February, 1939.

In witness whereof, Union Bleachery has caused this instrument to be signed by its duly authorized officers and sealed with its corporate seal this 16th day of February, 1939.

In the presence of: Fletcher Jordan, Jr.

Felicia Gresham

State of South Carolina,
County of Greenville.



UNION BLEACHERY (L. S.)

BY: R. W. Arrington, Pres.

And: L. B. Poole, Secy.

Personally comes Fletcher Jordan, Jr. who being duly sworn says that he saw R. W. Arrington as President and L. B. Poole as Secretary of Union Bleachery, a corporation, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written instrument, and that he with Felicia Gresham witnessed the execution thereof.

Sworn to before me this 16th day of February, 1939.

F. E. Hawthorne (L.S.)

Notary Public for South Carolina.



Construction Account PWA Docket S.C. 1289-F
Approved by Commission Mar. 22, 1939.

Fletcher Jordan, Jr.

Recorded July 28th, 1939 at 3:50 P. M. #9583 BY: E. G.