

TITLE TO REAL ESTATE

STANDARD FORM NO. 1-1933

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS: That Monroe Ferguson of the said County and State, for and in consideration of the premises, and of the sum of Two Hundred Twenty-five & no/100 Dollars, to me in hand paid by the City of Greenville, South Carolina, the receipt whereof is hereby acknowledged, do hereby grant unto the said City of Greenville, S. C., its successors and assigns, the right, privileges and easement to go in and upon that tract of land situate in Cleveland Township, Greenville County, S. C., bounded by lands now or formerly owned by Mary E. Tally on the North, by lands of G. T. S. Ferguson and lands formerly owned by T. O. Lawton on the East, by the South Saluda River on the South, and by lands now or formerly owned by the estate of Thomas Clark on the West, and to construct and maintain in, upon and through said premises, in a proper manner, with necessary apparatus and appliances such as machinery, air vents with manholes, and blowoff connections, Pipe Lines for the purpose of conveying water through premises above described, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon, together with the right to cut away and keep clear of said pipe lines all trees and other obstructions that may in anyway endanger the proper operation of same, and together with the right of laying other pipes as may from time to time become necessary, such pipes with air vents with manholes and blowoff connections, to be approximately located along the line as near as practicable to the first pipe line laid.

It is understood and agreed that the right of way to be used under this contract is to be fifty (50) feet in width throughout the entire length, which is about 2828 feet, and the damage which the City of Greenville is liable for to be confined to this strip and nothing beyond.

It is further agreed that this easement of fifty feet in width is to be used only during the construction of said pipe lines and with the exception of the right of the City to inspect pipe lines and to make repairs, the owner has the same privileges and rights to cultivate and use the land as he had prior to this agreement.

It is further agreed that in case of future damages to land or crop, due from an accident on pipe lines, that the City of Greenville shall pay all damages.

It is further agreed that in the event of the City laying other pipe lines, that the owner shall be paid for all crop, timber and property damages on the right of way.

It is further agreed that all trees which it is necessary to cut on the above right of way 8 inches in diameter and over are to be cut in lengths of 10 & 12 feet, and all trees of 8" inches in diameter or under are to be cut, trimmed and left and such trees so cut according to the above specifications shall be left at the edge of the above referred to right of way or on lands adjoining said right of way of the grantor herein.

The payment above specified is accepted in full settlement of all claims and damages for said easement for the second pipe line laid.

In witness whereof the said Monroe Ferguson has hereunto set his Hand and Seal this 22nd day of March, 1939.

Witnesses: Vardry T. Hardin
T. C. Gower

his
Monroe X Ferguson (L. S.)
mark

State of South Carolina,
County of Greenville.

Personally appeared before me T. C. Gower and made oath that he saw the within named Monroe Ferguson sign, seal and as his act and deed, deliver the within written Right-of-way and Easement for the uses and purposes herein mentioned, and that he with Vardry T. Hardin witnessed the execution thereof.

Sworn to before me this 22nd day of March, 1939.

T. C. Gower.

W. Harold Arnold (L. S.)

Notary Public for S. C.

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

Recorded July 28th, 1939 at 3:50 P. M. #9584 BY: E. G.