

TITLE TO REAL ESTATE

5725 PROVENCE-FARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS, That We, John H. McDaniel and Mealon G. McDaniel of said County and State, for and in consideration of the premises, and of the sum of Six Hundred and Ninety-six and 00/100 Dollars to us 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, its successors and assigns, subject to existing leases, if any, the right, privileges and easement to go in and upon that tract of land, situated in Bates Township, in said County and State, bounded by lands of W. B. Hodgens on the north; by Brandon Corporation and others on the East by I. K. Phillips, Johnse McUoy and others on the south and by Fred Roach on the west. (No part of the land covered by this right of way is leased for the year 1939.

To construct and maintain in, upon and thorough said premises, in a proper manner, pipe lines, 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 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.

It is understood and agreed that the right-of-way to be used under this contract is to be sixty feet in width throughout the entire length which is approximately 3480 feet, and the damage, which the City of Greenville is to be liable for, is to be confined to this strip and nothing beyond. The location of the first pipe line, when laid, will determine the definite location of the right-of-way. The center of the first pipe line shall be accepted as lying ten feet from the West boundary line of this right-of-way. The remaining fifty feet of said right-of-way shall lie East of the center of line of said first pipe line and the entire right-of-way may be used for the purpose of installing pipe lines in the future and/or for the maintenance and up-keep thereof. The location of said first pipe line is to be approximately along the line as now located and staked out by the engineers, subject to a variation of not exceeding 5 feet either way.

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 he had prior to this agreement, such use thereof will not interfere with the construction of future pipe lines by the City and the proper maintenance of its lines now or hereafter located thereon.

It is further agreed that in case of future damages to property or crop, due from an accident on pipe lines, that the City of Greenville shall pay all damages, and in the event of the City laying other pipe lines, that the owner shall then be paid for all crop and property damages on the right-of-way.

The payment above specified covers compensation for the easement or right-of-way, and also covers all claims for damages along said right-of-way resulting from construction of the first pipe line to be laid.

The undersigned agree to release and give to the City of Greenville, S. C., actual physical possession of the above described premises not later than the 15th day of April, 1939.

IN WITNESS WHEREOF, the said grantor or grantors herewith set out hands and seals this 15th day of April 1939.

In the Presence of:

T. C. Gower
Geo. W. Johnson

John H. McDainel (SEAL)
Mrs. Mealon, McDaniel (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me T. C. Gower and made oath that he saw the within named John H. McDaniel and Mrs. Mealon McDaniel sign, seal and as their act and deed deliver the within written instrument, and that he with Geo. W. Johnson witnessed the execution thereof.

Sworn to before me this 15th
day of April, 1939.

Geo. W. Johnson (L.S.)
Notary Public for S. C.

T. C. Gower

S. C. Stamps \$2.00 U. S. Stamps \$1.00

Recorded this the 28th, day of July, 1939, at 3:50 P.M. #9584 BY:N.S.