TITLE TO REAL ESTATE

AGREEMENT

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILE.

This agreement made and entered into this ninth day of April, 1946, by and between Harry R. Stephenson of Greenville, South Carolina, hereinafter designated as Stephenson, and Anna Mary Purdue Covin of Greenville, South Carolina, hereinafter designated as Covin,

WITNESSETH

Stephenson is the owner in fee simple of a tract of land located on the southeastern slope of Paris Mountain as will appear in the R. M. C. Office for Greenville County in Book 90, Page 77. Covin is the owner in fee simple of a tract of land, adjacent to Stephenson's, as will appear in said R. M. C. Office in Book 241, Page 223.

Approximately one hundred and fifteen (115) feet, N. 1-15 W. from the northeast corner of Covin's land there is located on Stephenson's land an underground concrete reservoir of approximately three thousand four hundred (3,400) galloons capacity which supplies water to the dwelling house now located on Covin's property. Water is conveyed to said reservoir from a well or wells located on Covin's land by underground pipes and from said reservoir to said dwelling house by underground pipes.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:-

That inconsideration of the sum one (\$1.00) dollar paid by Covin to Stephenson, the receipt whereof is hereby acknowledged, Stephenson grants unto Covin, her heirs and assigns forever, the following rights:

- 1- Covin shall have the right to use the reservoir and pipes located on Stephenson's property as a water supply for the dwelling house now located on Covin's property.
- 2- Covin shall have the right to enter upon Stephenson's property for the purpose of repairing, maintaining and inspecting said reservoir and pipe lines.

However, subject to the following restrictions:

- 1- The right to use this reservoir and these pipe lines shall continue only so long as the water drawn therefrom is used for household purposes for the dwelling now located on Covin's property and only so long as this dwelling is used solely for residential purposes.
- 2- The size, shape and capacity of said reservoir and the course of said pipes as they now lie on Stephenson's property shall not be altered.
- 3- There shall be no erections or buildings of any kind placed on Stephenson's land in connection with the use of this easement.
- 4- Whenever the right of entry on Stephenson's land is exercised by Covin for the purpose of inspecting, repairing or maintaining said reservoir and pipes, upon completion of such repair, inspection or maintenance said grounds shall be left in a clean and orderly condition.

To have and to hold said easement unto the said Covin, her heirs and assigns, so long as the said Covin, her heirs and assigns, shall adher to the above set forth restrictions.

Witnesses:

Schaefer B. Kendrick
Harry R. Stephenson Jr.

Harry R. Stephenson LS
Anna Mary Purdue Covin LS

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me Harry R. Stephenson Junior and made oath that he saw the within named Harry R. Stephenson and Anna Mary Purdue Covin, sign, seal and as their act and deed, execute the within written instrument, and that he with Schaefer B. Kendrick witnessed the execution thereof.

SWORN to and subscribed before me this ninth day of April, 1946.

Schaefer B. Kendrick LS

Notary Public for South Carolina

Harry R. Stephenson Jr.

Recorded April 10th, 1946, at 3:50 P.M. #6186 BY:N.S.

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