

3.

If in laying the pipe line or lines, it is necessary to cut any timber from the right of way, such timber shall be placed at the edge of the right of way on the land of the landowners and shall be the property of the landowners.

It is further understood that the owner is to have the right to cultivate and use this right of way strip of land provided such use thereof shall not interfere with the proper maintenance and free access to the pipe line or lines to be installed under this agreement. No buildings or other structures shall be placed on said right of way nearer than twenty-five feet from the center of said pipe line or lines.

The payment above specified covers compensation for the easement or right of way, and also covers all claims for damages, including crops growing on the right of way during the year 1959, along said right of way resulting from construction of the pipe line or lines to be laid.

It is further agreed that in case of future damages to property or crop, due from an accident on the pipe line that The City of Greenville, South Carolina, shall pay all damages.

The undersigned agrees that The City of Greenville, S. C. shall have actual physical possession of the premises above described immediately.

IN WITNESS WHEREOF, I, the said Clerk of Court of Common Pleas, in and for the County aforesaid, under and by virtue of the aforesaid judgment, have hereunto set my hand and seal this 16 day of June, in the year of our Lord Nineteen Hundred and Fifty-nin, and in the One Hundred and Eighty-third year of the Independence of the United States of America.

Signed, Sealed and Delivered  
in the Presence of:

Sara B. Brown  
Vance B. Drawdy

Margaret W. Ross (LS)  
Clerk of Court

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

PERSONALLY came before me SARA B. BROWN and made oath that she saw the within named MARGARET W. ROSS, CLERK OF THE COURT OF COMMON PLEAS, sign, seal and as her act and deed, deliver the within Deed, and that she with VANCE B. DRAWDY witnessed the execution thereof.

SWORN to before me this  
16 day of June, 1959.

Vance B. Drawdy (LS) } Sara B. Brown  
Notary Public for South Carolina. }