TITLE TO REALESTATE

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS: That Piedmont Lumber Company, a corporation under the laws of the State of South Carolina, for and in consideration of the sum of One Thousand and No/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, privileges and easement to go in and upon that lot of land situate in Greenville Township, in said County and State, near the Northwest corporate limits of the City of Greenville, which lot of land is bounded on the East by Pinckney Street; on the North by lands of Gulf Refining Company, C. & W. C. and Southern Railway Companies; on the West by lands or the right-of-way of Southern Railway Company, and a lot belonging to the First Presbyterian Church; on the South by Montgomery Avenue, which lot of land is more fully and accurately shown by Plat thereof prepared by R. E. Dalton, Engineer, in December 1922, along the Western end of which has been located the pipe line right-of-way herein conveyed, all of which more fully appears by reference to said Plat which is attached hereto and made a part hereof.

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 any way endanger the proper operations 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 300 feet in length, and it is further understood and agreed that the
City shall have a right to use a strip of lend fifty feet in width across said premises only during the installation of said pipe line, provided that in the use of such area during construction, no building now situate on said
lot is to be disturbed or injured, except where same comes within the permanent 20 foot right-of-way as below provided. The location of said pipe line is to be approximately along the line as located and staked out by the
engineers. The right to use said entire 50 feet during construction shall terminate on the acceptance of the pipe
line by the City of Greenville, S. C.

It is understood and agreed that after the acceptance of said pipe line by the City of Greenville, S. C., the right-of-way rights and privileges herein conveyed shall be along and over a strip 20 feet in width, measuring 10 feet on either side of the center of said pipe line as laid.

It is further understood that the owner is to have the same privileges and rights to use this right-of-way strip of land as it had prior to this agreement, provided no building is to be constructed on said 20 foot strip, and such other use thereof will not interfere with the proper operation and maintenance of this line.

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

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 pipe line to be laid.

The undersigned agrees to release and give to the City of Greenville, S. C., actual physical possession of the above described premises not layer than the 26 day of June, 1939.

IN WITNESS WHEREOF, the said grantor herewith sets its Hand and Seal this 26 day of June, 1939.

STATE OF SOUTH CARCLINA)

COUNTY OF GREENVILLE)

Personally appeared before me H. C. Jones and made oath that he saw E. L. Wilson as Vice President and J. L. Dean as Secretary of Piedmont Lumber Company, a corporation chartered under the laws of the State of South Carolina sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written instrument, and that he with T. C. Gower witnessed the execution thereof.

SWORN TO BEFORE ME THIS
26 day of June, 1939.

E. L. CASKELL (LS)
Notary Public for S. C.

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

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