

It is understood and agreed that the right of way to be used under this contract during construction is to be seventy-five feet in width throughout the entire length which is approximately 716 feet, and the damage, which The City of Greenville, South Carolina, is to be liable for during construction, is to be confined to this strip and nothing beyond. The location of the pipe line or lines, when laid, will determine the definite location of the right of way. The center of the pipe line or lines shall be accepted as lying twenty-five feet from the West boundary line of this right of way. The remaining fifty feet of said right of way during construction shall lie East of the center of said pipe line or lines and the entire right of way may be used for the purpose of installing the pipe line or lines. The location of said pipe line or lines is to be approximately along the line as now located and staked out by the engineers, subject to a variation of not exceeding five feet either way. The permanent right of way, after the pipe line or lines are installed, shall be fifty feet in width measuring twenty-five feet from the center on each side of said pipe line as laid, and no obstruction shall hereafter be placed on said fifty foot right of way.

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 1960, 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 20th day of November, in the year of our Lord Nineteen Hundred and Fifty-nine, and in the One Hundred and Eighty-fourth year of the Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

Sara B. Brown
William B. Traub

Margaret H. Rees (LS)
Clerk of Court



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