

MAR 30 1966

RAINEY, FANT & HORTON, ATTYS.

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS That I, JAMES M. HENDERSON, of said county and State, for and in consideration of the premises, and of the sum of ONE (\$1.00) DOLLAR to me in hand paid by TAYLORS WATER & SEWER DISTRICT, the receipt whereof is hereby acknowledged, do hereby grant unto the said TAYLORS WATER & SEWER DISTRICT, its Successors and Assigns, the right, privileges and easement to go in and upon that tract of land, situate in Chick Springs Township, in the said County and State, bounded by lands of Thomas Charles Black and Indian Hills Sub-division on the North, Thomas Charles Black on the East, Old South Carolina Highway No. 29 and Piedmont and Northern Railroad on the South and Leslie & Shaw, Inc. and M. A. and R. C. Ashmore on the West, and to construct and maintain in, upon and through said premises, in a proper manner, a pipe line or 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 line or lines and making necessary repairs and alterations thereon, together with the right to cut away and keep clear of said pipe line or lines all trees and other obstructions that may in any way endanger or interfere with the proper operation of or access to the same.

450 feet
DPA

It is understood and agreed that the right of way to be used under this contract during construction is to be twenty-five feet in width throughout the entire length which is approximately ~~fifty-four~~ feet, more or less, and the damage, which TAYLORS WATER & SEWER DISTRICT 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 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 twenty-five feet in width measuring twelve and one-half feet from the center on each side of said pipe line as laid, and no obstruction shall hereafter be placed on said twenty-five 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 undersigned grantor and shall be the property of the undersigned grantor.

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 twelve and one-half feet from the center of said pipe line or lines.

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