

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That R. L. Duncan

of said County and State, for and in consideration of the premises, and of the sum of Two hundred and forty one and 00/100 Dollars, to me in hand paid by the City of Greenville, South Carolina, the receipt whereof is hereby acknowledged, do hereby grant unto the said City of Greenville, its successors and assigns, the right, privilege, and easement, to go in and upon that tract of land, situated in Bates Township, in said County and State, bounded by lands of

Geo. Duncan and Geo. Bridwell on the north, by lands of Wm. P. Anthony on the east, by lands of Sloan Duncan on the south, and by lands of Mrs. Ida Hester on the west. The right of way and damages covered by these agreements are for pipe lines marked "Plain Line" as shown by the following Engineers:

and to construct and maintain in, upon and through, said premises, in a proper manner, with necessary apparatus and appliances such as machinery, air vents with manholes, and blow-off connections, PIPE LINES for the purpose of conveying water through premises above described, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon, together with the right to cut away and keep clear of said pipe lines all trees and other obstructions that may in any way endanger the proper operation of same, and together with the right of laying other pipes as may from time to time become necessary, such pipes with air vents, manholes and blow-off connections, to be approximately located along the line as near as practicable to the first pipe line laid.

It is understood and agreed that the right of way to be used under this contract is to be fifty (50) feet in width throughout the entire length, which is about 1620 feet, and the damage which the City of Greenville is to be liable for to be confined to this strip and nothing more.

It is further understood, that this easement of fifty feet in width is to be used only during the construction of said pipe lines, and with the exception of the right of the City to inspect pipe lines and to make repairs, the owner has the same privileges and rights to cultivate and use the land as he had prior to this agreement.

It is further agreed, that in case of future damages to land or crop, due from an accident on pipe lines, that the City of Greenville shall pay all damages. It is further agreed, that in event of the City laying other pipe lines, that the owner shall be paid for all crop, timber and property damages on the right-of-way. The payment above specified is accepted in full settlement of all claims and damages for said easement for the first pipe line laid.

IN WITNESS WHEREOF, the said R. L. Duncan

does herewith set his hand and seal, this 22nd day of July 1926
Witness: R. L. Duncan (Seal.)
Ralph Duncan (Seal.)
P. C. Gauer (Seal.)

STATE OF SOUTH CAROLINA,
County of Greenville.

PERSONALLY appeared before me P. C. Gauer
and made oath that R. L. Duncan

sign, seal, and as his act and deed deliver the within written instrument, and that he, with Ralph Duncan witnessed the execution thereof.

SWORN to before me, this 27 day of July A. D. 1926
P. C. Gauer (Seal.)
Notary Public

Recorded Jan. 28th 1926 at 9:00 o'clock A.M.

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That H. W. Duncan

of said County and State, for and in consideration of the premises, and of the sum of Eighty five and 00/100 Dollars, to me in hand paid by the City of Greenville, South Carolina, the receipt whereof is hereby acknowledged, do hereby grant unto the said City of Greenville, its successors and assigns, the right, privilege, and easement, to go in and upon that tract of land, situated in Bates Township, in said County and State, bounded by lands of

Geo. Duncan on the north, by lands of J. Irvine Co. on the east, by lands of W. D. Bates on the south, and by lands of J. J. Adams on the west. The damages and right of way covered by this agreement are for pipe lines marked "D" according to Agency of Ludlow Engineers.

and to construct and maintain in, upon and through, said premises, in a proper manner, with necessary apparatus and appliances such as machinery, air vents with manholes, and blow-off connections, PIPE LINES for the purpose of conveying water through premises above described, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon, together with the right to cut away and keep clear of said pipe lines all trees and other obstructions that may in any way endanger the proper operation of same, and together with the right of laying other pipes as may from time to time become necessary, such pipes with air vents, manholes and blow-off connections, to be approximately located along the line as near as practicable to the first pipe line laid.

It is understood and agreed that the right of way to be used under this contract is to be fifty (50) feet in width throughout the entire length, which is about 1000 feet, and the damage which the City of Greenville is to be liable for to be confined to this strip and nothing more.

It is further understood, that this easement of fifty feet in width is to be used only during the construction of said pipe lines, and with the exception of the right of the City to inspect pipe lines and to make repairs, the owner has the same privileges and rights to cultivate and use the land as he had prior to this agreement.

It is further agreed, that in case of future damages to land or crop, due from an accident on pipe lines, that the City of Greenville shall pay all damages. It is further agreed, that in event of the City laying other pipe lines, that the owner shall be paid for all crop, timber and property damages on the right-of-way. The payment above specified is accepted in full settlement of all claims and damages for said easement for the first pipe line laid.

IN WITNESS WHEREOF, the said H. W. Duncan

does herewith set his hand and seal, this 24th day of June 1926
Witness: H. W. Duncan (Seal.)
J. W. Moody (Seal.)
P. C. Gauer (Seal.)

STATE OF SOUTH CAROLINA,
County of Greenville.

PERSONALLY appeared before me P. C. Gauer
and made oath that H. W. Duncan

sign, seal, and as his act and deed deliver the within written instrument, and that he, with J. W. Moody witnessed the execution thereof.

SWORN to before me, this 13th day of July A. D. 1926
P. C. Gauer (Seal.)
Notary Public

Recorded January 28th 1926 at 9:00 o'clock A.M.

END OF LINE