

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

FORM NO. 5.

KNOW ALL MEN BY THESE PRESENTS: That J. T. and Marie A. Hayes of said County and State, for and in consideration of the premises, and of the sum of Forty-one & 80/100 (\$41.80) Dollars, to us 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, privileges and easement to go in and upon that tract of land, situate in Paris Mountain Township, in said County and State, bounded on the East by Old Buncombe Road, on the South by lands of Dora Clyde Haynes; on the West by lands formerly of E. E. Dorr and on the North by Sulphur Springs Road.

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 209 feet in length, and it is further understood and agreed that the City shall have a right to use a strip of land fifty feet in width across said premises only during the installation of said pipe line. The location of said pipe line is to be approximately along the _____ line as located and staked out by the engineers, subject to a variation of not exceeding 5 feet either way.

In the use of said 50 feet during construction, it is understood that the contractors will use a strip 20 feet in width along the Eastern side of the center line of the pipe line to be laid, and a strip 30 feet in width along the Western side thereof. 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. thereafter, the right-of-way for the other purposes named herein shall be 10 feet on the East side, and 10 feet on the West side of the center line of said pipe line as laid.

It is further understood that the owner is to have the same privileges and rights to cultivate and use this right-of-way strip of land as it had prior to this agreement, provided, such 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 or crop, 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 agree to release and give to the City of Greenville, S. C., actual physical possession of the above described premises not later than the 5th day of July, 1939. In witness whereof, the said grantor or grantors herewith set their hands and seals this 5th day of July, 1939.

In the presence of:

Jessie P. Hays
T. C. Gower

J. T. Hays (SEAL)
Mrs. Marie A. Hays (SEAL)

State of South Carolina,
County of Greenville.

Personally appeared before me T. C. Gower and made oath that saw the within named J. T. Hayes and Marie A. Hayes sign, seal and as their act and deed deliver the within written instrument, and that he with Jessie P. Hays witnessed the execution thereof.

Sworn to before me this 5th day of July, 1939.

T. P. P. Carson (L. S.)

T. C. Gower

Notary Public for S. C.

No Stamps

Recorded July 28th, 1939 at 3:50 P. M. #9584 BY: E.G.