

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS: That I, Paul K. Thackston of said County and State, for and in consideration of the premises, and of the sum of Four Hundred Eight & 80/100 (\$408.80) 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, privileges and easement to go in and upon that tract of land, situated in Paris Mountain Township, in said County and State, bounded by lands of: W. C. Hawkins on the North; Estate of W. K. Thackston on the East, by the Duncan Road on the South and by Joe Bridwell and the Duncan Road on the West, containing 231 $\frac{1}{2}$ Acres, more or less.

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 20 $\frac{1}{4}$ 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. All wood to be cut in eight foot lengths and piled on the right-of-way for my use.

This right-of-way has been released from the real estate mortgage to the Federal Land Bank, the release being duly recorded in the R. M. C. office for Greenville County, S. C. in Mortgage Book 281, Page 265.

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 agrees to release and give to the City of Greenville, S. C., actual physical possession of the above described premises not later than the 24th day of June, 1939.

IN WITNESS WHEREOF, the said grantor or grantors herewith set his Hand and Seal this 24th day of June, 1939.

IN PRESENCE OF:

M. C. JONESP. K. THACKSTON (SEAL)J. L. HAWKINS

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Personally appeared before me J. L. Hawkins and made oath that he saw the within named P. K. Thackston sign, seal and as his act and deed deliver the within written instrument, and that he with M. C. Jones witnessed the execution thereof.

SWORN TO BEFORE ME THIS 24th
day of June, 1939.

E. M. MOFFETT (LS)
Notary Public for S. C.

J. L. HAWKINS

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

For and in consideration of the sum of \$6.50 to me in hand paid by the City of Greenville, S. C., a municipal corporation, I do hereby agree to indemnify and save harmless said municipal corporation on account of any outstanding tenant or lease agreements for the year 1939, which may affect any portion of the right-of-way described herein.

WITNESS:

M. C. JonesP. K. THACKSTON (LS)J. L. Hawkins

S. C. Stamps \$1.00 U. S. Stamps \$0.50

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