

## TITLE TO REAL ESTATE

17889 PROVISIONS—LAWSON CO.—GREENVILLE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That Elizabeth M. Brown of said County and State, for and in consideration of the premises, and of the sum of Forty & 90/100 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, privileges and easement to go in and upon the Old Buncombe Road which lies contiguous to and runs over, along or through a certain tract of land which I own in Paris Mountain Township, said County, containing 17 $\frac{1}{4}$  acres, bounded by lands of Old Buncombe Road, property belonging to the City of Greenville, S. C. Reedy River School, Duncan Road, Little Texas Road and lands now or formerly belonging to W. S. and G. E. Marchbanks, et al, and being the same conveyed to me by B. F. Marchbanks, et al by deed dated June 17, 1936, and recorded in Deed Book 191, page 77, R. M. C. Office for Greenville County, S. C. and Deed Book 175, page 311, R. M. C. Office for Greenville County, S. C.

To construct and maintain in, upon and through said roadway, in a proper manner, pipe 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 roadway above described, together with the right at all times to enter upon said roadway 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 anyway endanger the proper operation of same, and together with the right of laying other pipes as may from time to time become necessary.

It is understood and agreed that the right-of-way to be used under this contract is to be 30 feet in width throughout the entire length which is approximately 409 feet, and the damage, which the City of Greenville is to be liable for, is to be confined to this strip and nothing beyond. The entire right-of-way may be used for the purpose of installing pipe lines in the future and/or for the maintenance and up-keep thereof.

Should the roadway above referred to be abandoned and no longer used as a roadway, then the owner agrees that no use shall be made of said roadway which will in anyway interfere with the proper maintenance of said pipe line by the City or the laying of any future pipe lines.

It is further agreed that in case of future damages to property or crop, due from an accident on pipe lines, that the City of Greenville shall pay all damages, and in the event of the City laying other pipe lines, that the owner shall then be paid for all crop or property damages on the right-of-way.

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 first pipe line to be laid.

In witness whereof, the said grantor or grantors herewith set my hand and seal this 16th day of Sept. 1939.

In the presence of:

H. Markley Crosswell  
T. C. Gower

Elizabeth M. Brown (SEAL)

State of South Carolina  
County of Greenville.

Personally appeared before me T. C. Gower and made oath that he saw the within named Elizabeth M. Brown, sign, seal and as her act and deed deliver the within written instrument, and that he with H. Markley Crosswell witnessed the execution thereof.

Sworn to before me this 16 day of September, 1939.

A. G. Gower (L. S.)

T. C. Gower

Notary Public for S. C.

No Stamps.

Recorded September 22nd, 1939 at 2:42 P. M. #12018 BY: E.G.