

TITLE TO REAL ESTATE

87239 PROVENCHER-JARLAND CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, THAT I, Mary P. Hester of said County and State, for and in consideration of the premises, and of the sum of Thirty-one & 3/4/100 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 16 acres, bounded by lands of Martha P. Coleman, the Old Buncombe Road, the G. & N. Railway right-of-way, et al, and is the same conveyed to me by Agnes P. Moody, et al by deed dated August 26, 1937, and recorded in Deed Book 196, page 101, R. M. C. Office for Greenville County.

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 626.7 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:

Clyde Hester

Mrs. Mary P. Hester (SEAL)

T. C. Gower

State of South Carolina,
County of Greenville.

Personally appeared before me T. C. Gower and made oath that he saw the within named Mrs. Mary P. Hester sign, seal and as her act and deed deliver the within written instrument, and that he with Clyde Hester 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.