

This indenture made this 31st day of March, 1949 between Helen E. MacKenzie and William MacKenzie of Gantt Township, County of Greenville, State of South Carolina, hereinafter referred to as First Parties, and Hardy Lee Moore and Janie White Moore, of Gantt Township, County of Greenville, State of South Carolina, hereinafter referred to as Second Parties;

WITNESSETH:

1. WHEREAS, the First Parties are fee simple owners as tenants in common of that parcel of land in Gantt Township, Greenville County, State of South Carolina adjoining the Greenville Air Force Base, containing 6.11 acres more or less and being known and designated as Tract No. 2 of the property of George W. Stone as shown on plat thereof made by W. J. Riddle, Surveyor, in January of 1947 and being in all respects the same property conveyed to the First Parties by Carol S. Gilliam on the First day of July, 1948, deed recorded in office of Register of Mesne Conveyances for Greenville County in Deed Book 351, page 452, reference to which is herewith made for a more accurate description of the above described premises; and WHEREAS The First Parties have on said premises a well with a pump attached thereto; and WHEREAS The Second Parties, owners of that parcel of land adjoining the premises of the First Parties on the Ashmore Bridge Road side of the First Parties premises, have no well or other source of water for their premises, nor have any prescriptive rights in the said well on the premises of the First Parties; and WHEREAS the First Parties are willing to extend permissive rights but not prescriptive rights in their said well to the Second Parties under the conditions and terms as hereinafter set forth;

The Parties mutually agree and covenant to the following terms and conditions:

1. The First Parties, in consideration of the promises and covenants of the Second Parties as will hereinafter more fully be set forth, herewith agree to and do extend to the Second Parties the right to the use of the water in that well on the above described premises of the First Parties for domestic purposes on their premises adjoining the property of the First Parties subject to the conditions and limitations set forth in this instrument.
2. The Second Parties, in consideration of the permissive right given by the First Parties, herewith acknowledge and declare that neither they nor their land have any prescriptive rights to water on the premises of the First Parties but only such permissive rights as are herewith given.
3. The Second Parties in consideration of the foregoing rights given, agree that not more than six (6) persons shall occupy or reside on the premises of the Second Parties; personal, temporary, non paying house guests of the Second Parties excepted. In the event the permanent occupants of the premises of the Second Parties exceed six (6) in number, this agreement and all rights and duties thereunder shall terminate and cease at the option of the First Parties.
4. The Second Parties further agree that they shall reimburse the First Parties for water used in any given month at a rate to be agreed upon by the Parties from time to time and they further agree that they will share equally in the labor of upkeep and maintenance of the said well and pump attached thereto and will contribute one half the costs of all repair and replacement of the said well and the pump attached thereto.
5. The Second Parties further agree and herewith expressly waive all rights to sue or otherwise hold legally accountable the First Parties in the event of any damage, injury, or harm befalling themselves, their land or their other property wherein the said well, the water therein, or the pump attached thereto is the proximate cause of such damage, injury, or harm. And the Second Parties herewith agree to indemnify the First Parties for all judgments recovered against the First Parties by any suit, or all settlements