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4.00
State of South Carolina,
County of Greenville

OLLIE FAIRSWORTH
That I, P. B. Marchbanks

KNOW ALL MEN BY THESE PRESENTS

of said County and State, for and in consideration of the premises, and of the sum of Six Hundred and Ninety Two and no/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 that tract of land, situated in Paris Mt. Township, in the said County and State, bounded by lands of J. H. Roe Sr. on the north, Little Texas Road on the South, Highway No. 25 on the west and other lands of the grantor.



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 or interfere with the proper operation of or access to the same.

It is understood and agreed that the right-of-way to be used under this contract during construction is to be seventy-five feet in width throughout the entire length which is approximately (692) feet, and the damage, which the City of Greenville is to be liable for during construction, is to be confined to this strip and nothing beyond. The location of the pipe line, when laid, will determine the definite location of the right-of-way. The center of the pipe line shall be accepted as lying twenty-five feet from the West boundary line of this right-of-way. The remaining fifty feet of said right-of-way during construction shall lie East of the center of said pipe line and the entire right-of-way may be used for the purpose of installing the pipe line. The location of said pipe line is to be approximately along the line now located and staked out by the engineers, subject to a variation of not exceeding five feet either way. The permanent right-of-way, after the pipe line is installed, shall be fifty feet in width measuring twenty-five feet from the center on each side of said pipe line as laid, and no obstruction shall hereafter be placed on said fifty foot right-of-way.

If in laying the pipe line it is necessary to cut any timber from the right-of-way, such timber shall be placed at the edge of the right-of-way on the land of the undersigned and shall be the property of the undersigned.

It is further understood that the owner is to have the right to cultivate and use this right-of-way strip of land, provided, such use thereof shall not interfere with the proper maintenance and free access to the pipe line to be installed under this agreement.

It is further agreed that in case of future damages to property or crop, due from an accident on the 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 first day of November, 1949.

IN WITNESS WHEREOF, the said grantor or grantors herewith set his Hand and Seal this 25th. day of October, 1949.

IN THE PRESENCE OF:

Anne E. Bradley P. B. Marchbanks (SEAL)
H. S. Bradley (SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Greenville

Personally appeared before me Anne E. Bradley
and made oath that she saw the within named P. B. Marchbanks

sign, seal and as she act and deed deliver the within written instrument, and that she with H. S. Bradley witnessed the execution thereof.

SWORN TO BEFORE ME THIS 25th
day of October, 1949 } Anne E. Bradley
H. S. Bradley (L. S.)
Notary Public for S. C.

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