

## TITLE TO REAL ESTATE

17220 PROCEEDINGS—GREENVILLE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

KNOW all men by these presents, that we, J. W. Coleman, J. C. Duncan and H. J. Manly, Trustees of Ebenezer School District of said County and State, for and in consideration of the premises and of the sum of One Hundred & no.100 Dollars, to us 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, subject to existing leases, if any, the right, privileges and easement to go in and upon that tract of land, situated in Bates Township, in said County and State, bounded by the White Horse Road on the North, by lands of T. M. Tate on the East, and by lands of Mrs. Effie Robertson on the South and West. To construct and maintain in, upon and through said premises, 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 premises above described, together with the right at all times to enter upon said premises 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 forty feet in width throughout the entire length which is approximately 273 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 location of the first pipe line, when laid, will determine the definite location of the right-of-way. The center of the first pipe line shall be accepted as lying ten feet from the West boundary line of this right-of-way. The remaining thirty feet of said right-of-way shall lie East of the center line of said first pipe line, and no future pipe line shall be nearer than 17 feet to the Northwest corner of the present Ebenezer Brick School Building, and the 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. The location of said first pipe line is to be along the line as now located and staked out by the engineers.

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 he had prior to this agreement, provided, such use thereof will not interfere with the construction of future pipe lines by the City and the proper maintenance of its lines now or hereafter located thereon.

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 and 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.

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 15th day of March, 1939.

In witness whereof, the said grantors herewith set their Hands and Seals this 9th day of March, 1939.

In the presence of:

J. C. Duncan, Jr.  
T. C. Gower

J. W. Coleman (L. S.)  
J. C. Duncan (L. S.)  
H. J. Manly, (L. S.)

Trustees of Ebenezer School District

State of South Carolina,  
County of Greenville.

Personally appeared before me T. C. Gower, and made oath that he saw the within named J. W. Coleman, J. C. Duncan and H. J. Manly, Trustees of Ebenezer School District, sign, seal and as their act and deed deliver the within written instrument, and that he with J. C. Duncan, Jr. witnessed the execution thereof.

Sworn to before me this 10th day of March, 1939.

T. C. Gower.

A. G. Gower (L. S.)

Notary Public for S. C.

Construction Account  
PWA Docket S. C. 1289-F

Approved by Commission  
Mar. 22, 1939.

No Stamps

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