

TITLE TO REAL ESTATE

STESS PROVENCE-LARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS AGREEMENT, made and entered into this 1st day of June, 1939, by and between Sarah W. Thackston, hereinafter referred to as Party of the First Part, and the City of Greenville, S. C. a municipal corporation, hereinafter referred to as Party of the Second Part, Witnesseth:

Whereas, the Party of the Second Part is about to lay a 30 inch water-main across the rear portion of certain premises of the Party of the First Part situate in Paris Mountain Township State and County aforesaid, and the party of the First Part has executed and delivered to the Party of the First Part has executed and delivered to the Party of the Second Part a separate right-of-way or easement agreement with reference thereto, and

Whereas, the Party of the First Part is desirous of tapping on to said 30 inch main and laying a pipe line across said premises to the Old Buncombe Road which runs in front of the present home of the Party of the First Part,

Now therefore, know all men by these presents: That in consideration of the mutual rights, privileges and easements herein granted by each party to the other, the Party of the Second Part hereby gives to the Party of the First Part the right to tap said 30 inch main with a pipe line not to exceed 6 inches in diameter, at the expense of the Party of the First Part, and to run a pipe line from said tap across said premises of the Party of the First Part to said Old Buncombe Road, and the Party of the First Part is to pay for the pipe used in said pipe line, and also for the installation and construction of said pipe line; but the Party of the Second Part agrees to purchase for the account and at the expense of the Party of the First Part the necessary pipe for said line.

The Party of the Second Part shall have the right to inspect and supervise the installation of said pipe line, and same shall be laid by the Party of the First Part under the supervision and in accordance with the regulations of the Party of the Second Part.

The Party of the First Part hereby grants to the Party of the Second Part the right and privilege at all reasonable times to enter along said pipe line (S.W.T.) upon said property of the Party of the First Part to inspect said pipe line, and to see that same is properly kept and maintained, but all expense incident to the maintenance of said pipe line shall be borne by the Party of the First Part, and a right-of-way is hereby granted by the Party of the First Part to the Party of the Second Part across said premises for the purpose of inspection, and also for the purpose of servicing any meter that may be placed on the property of the Party of the First Part, with the right in the Party of the Second Part to repair, change or service said meter, and with the right to discontinue the service rendered by said pipe line, should the Party of the First Part fail to abide by the rules and regulations of the Party of the Second Part, which are now of force or may hereafter be promulgated, so long as said rules and regulations apply equally to all other parties similarly situated with the Party of the First Part and are not discriminatory against the Party of the First Part.

It is further understood and agreed between the parties hereto that the Party of the First Part may permit other persons to tap on to and use the pipe line to be installed by the Party of the First Part, and the Party of the Second Part agrees to furnish such other persons water through said pipe line at the prevailing rate to other similarly situated, and such other persons will be subject to the rules and regulations of the Party of the Second Part which may exist or hereafter be promulgated; and it is understood and agreed that any meter to be installed for the use of such other persons shall be installed at a place where same at all times will be accessible to the Party of the Second Part.

It is further understood and agreed between the parties hereto that should the Party of the First Part for any reason abandon or fail to keep in repair the pipe line to be laid by said party, then because of such failure to keep in repair or such abandonment, the Party of the Second Part shall be under no obligation to continue the furnishing of water to such other persons who may have tapped on to the line belonging to the party of the First Part, and any and all obligations hereby imposed against or accepted by the Party of the Second Part shall be subject to the proper maintenance of said pipe line by the Party of the First Part.

In the event a break should occur in said pipe line, the Party of the Second Part shall have the right to cut off the water flowing through said pipe line without notice to the Party of the First Part until proper repairs are made.

In witness whereof, said parties hereto have hereunto set their Hands and Seals the Day and year first above written, and by these presents do hereby bind themselves, their respective heirs, successors and assigns.

In the presence of

Jno. L. Watkins

R. K. Thackston

J. L. Hawkins

T. C. Gower

Sarah Wheeler Thackston (L. S.)

Party of the First Part.

City of Greenville, S. C.

A Municipal Corporation (L. S.)

BY: H. C. Beattie

Party of the Second Part Chairman
of Commissioners of Public Works Greenville, S.C.