

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT

P. C. COX

Know All Men by These Presents That

of said County and State, for and in consideration of the premises, and of the sum of Six Hundred Eighteen and Dollars
No/100

to me in hand paid by THE CITY OF GREENVILLE, SOUTH CAROLINA, the receipt whereof is hereby acknowledged,
do hereby grant unto the said THE CITY OF GREENVILLE, SOUTH CAROLINA, its successors and assigns, the right, privileges and
easement to go in and upon that tract of land, situated in Bates Township, in the said County and State, bounded
by lands of

John R. Springfield, Elsie M. Hester, Henry Cox, John Alexander Lane,
Jr., and North Saluda River.

The property affected by this right of way is the same conveyed to P. C. Cox
by deed of C. E. Cox, dated November 17, 1938, recorded in the RMC Office for
Greenville County, S. C., in Deed Book 207, page 78.

and to construct and maintain in, upon and through said premises, in a proper manner, a pipe line or 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 line or lines and making necessary repairs and alterations thereon, together with the right to cut away and keep clear of
said pipe line or lines 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 615 feet, and the damage, which THE CITY OF GREENVILLE,
SOUTH CAROLINA, is to be liable for during construction, is to be confined to this strip and nothing beyond. The location of the pipe
line or lines, when laid, will determine the definite location of the right of way. The center of the pipe line or lines 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 or lines and the entire right of way may be used for the purpose
of installing the pipe line or lines. The location of said pipe line or lines is to be approximately along the line as 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 or lines are
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 or lines, 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 grantor and shall be the property of the undersigned grantor.

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 there-
of shall not interfere with the proper maintenance and free access to the pipe line or lines to be installed under this agreement. No build-
ings or other structures shall be placed on said right of way nearer than 25 feet from the center of said pipe line or lines.

The payment above specified covers compensation for the easement or right of way, and also covers all claims for damages, in-
cluding crops growing on the right of way during the year 1959, along said right of way resulting from construction of the pipe line
or lines to be laid.

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 undersigned agrees to release and give to THE CITY OF GREENVILLE, SOUTH CAROLINA, actual physical possession of the
premises above described not later than the 1st day of January, 1959.

IN WITNESS WHEREOF, the said grantor or grantors herewith set his hand and seal this 27th
day of September, 1958.

IN THE PRESENCE OF

Luther E. Henderson
Mrs. Horace Johnston

P. C. COX (SEAL)
____ (SEAL)
____ (SEAL)
____ (SEAL)

NORTH
STATE OF SOUTH CAROLINA)
COUNTY OF ~~GREENVILLE~~ BUNCOMBE)

PERSONALLY appeared before me Luther E. Henderson and made oath that he saw the within
named P. C. Cox and Mrs. Horace Johnston
sign, seal and as his act and deed deliver the within written instrument and that he with Mrs. Horace Johnston
witnessed the execution thereof.

SWORN TO BEFORE ME THIS 27th day of September, 1958.

Luther E. Henderson (LS)
Notary Public for South Carolina. My commission expires Nov. 28, 1958
William John Purdue (LS)
Notary Public, Buncombe County, N. C. My Commission Expires Nov. 28, 1958

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
GRANTOR A WIDOWER
RENUNCIATION OF DOWER NOT NECESSARY



____, a Notary Public, do hereby certify unto all whom it may concern that
____ wife of the within named _____
upon being privately and separately examined by me, did declare that she does freely, voluntarily, and
of any person or persons whomsoever, renounce, release, and forever relinquish unto THE CITY OF
its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower of,
within mentioned and released.

GIVEN under my ha
this _____, 19____
(LS)
Notary Public for South Carolina.