

DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT

Know All Men by These Presents That

MRS. ELIZABETH HIGHTOWER

of said County and State, for and in consideration of the premises, and of the sum of Two Thousand Three Hundred  
Thirty-two and 50/100 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 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 Saluda Township, in the said County and State, bounded  
by lands of

Agnes Messer, Clarence Morgan, James Garland and the North Saluda  
River and U. S. Highway No. 25.



The property affected by this right of way is the same property  
conveyed to Mrs. Elizabeth Hightower by deed of Hodges Hightower  
dated August 31, 1945, recorded in the RMC Office for Green-  
ville County, S. C., in Deed Book 279, page 394.

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 1538 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 15th day of March, 1959.

IN WITNESS WHEREOF, the said grantor or grantors herewith set her hand and seal this 21th  
day of February, 1959.

IN THE PRESENCE OF

Mrs. Mary E. Hightower } Mrs. Elizabeth Hightower (SEAL)  
Vance B. Drawdy } (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me Miss Mary E. Hightower and made oath that She saw the within  
named Mrs. Elizabeth Hightower

sign, seal and as her act and deed deliver the within written instrument and that She with  
Vance B. Drawdy witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
21th day of February, 1959  
Vance B. Drawdy (LS)  
Notary Public for South Carolina.

GRANTOR A WOMAN

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

RENUNCIATION OF DOWER

I, \_\_\_\_\_, a Notary Public, do hereby certify unto all whom it may concern that  
Mrs. \_\_\_\_\_ wife of the within named \_\_\_\_\_  
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and  
without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto THE CITY OF  
GREENVILLE, SOUTH CAROLINA, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower of,  
in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
(LS)  
Notary Public for South Carolina.