GREENVILLE CO. S. C.

APR 8 11 05 AM 1960

BOOK 648 PAGE 15

ELIE FARNSWORTH

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT

Know All Men by These Presents That JAMES GARLAND

of said County and State, for and in consideration of the premises, and of the sum of Six Hundred Fifty-one and 80/100 ($651.80) ---------- 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 Elizabeth Hightower, Jason Garland, and the North Saluda River.

The property affected by this right of way is the same conveyed to James Garland by deed of W. B. Revis, dated June 30, 1947, recorded in the RMC Office for Greenville County, S. C., in Deed Book 314, at page 258.

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 352.9 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 thereof shall not interfere with the proper maintenance and free access to the pipe line or lines to be installed under this agreement. No buildings 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, including crops growing on the right of way during the year 1960, 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 8TH day of April, 1960.

IN WITNESS WHEREOF, the said grantor or grantors herewith set his hand ---- and seal ---- this 8th day of April, 1960.

IN THE PRESENCE OF

Vance B. Drawdy

X William B. Price

James Garland (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Vance B. Drawdy and made oath that he saw the within named James Garland sign, seal and as his act and deed deliver the within written instrument and that he with William B. Price witnessed the execution thereof.

SWORN TO BEFORE ME THIS
8th day of April, 1960.

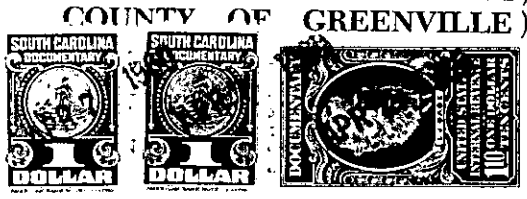
X William B. Price (LS)
Notary Public for South Carolina.

Vance B. Drawdy

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

GRANTOR UNMARRIED

RENUNCIATION OF DOWER



---------- a Notary Public, do hereby certify unto all whom it may concern that ---- wife of the within named ---------- rivately and separately examined by me, did declare that she does freely, voluntarily, and on or persons whomsoever, renounce, release, and forever relinquish unto THE CITY OF ors and Assigns, all her interest and estate, and also all her right and claim of Dower of, oned and released.

GIVEN under my hand and seal
this ---------- day of ----------, 19----.

---------- (LS)
Notary Public for South Carolina.

Recorded April 8th. 1960 at 11:05 A. M. #27564