

GREENVILLE
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CLERK H. W. C. HATH

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EASEMENT FOR CHANNEL IMPROVEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, I, Frank J. Ayers of Rt. 2, Piedmont, S. C., Grantor,
(Name) (Address)

do hereby grant, bargain, sell, convey and release unto Soil Conservation District of Greenville, S. C.
(Name) (Address)

Grantee, its successors and assigns, Easement in, over and upon the following described land situated in the County of Greenville, State of South Carolina, to wit:

A portion of that certain tract or parcel of land located on Huff Creek, containing 111 3/4 acres, conveyed from John D. Harris to Frank J. Ayers
(Name) (Name)

by deed or other means of conveyance dated October 12, 1939 and recorded in Book of Deeds, Volume 215, Page 20, Office of R. M. C. in Greenville County, South Carolina, which description, by reference, is incorporated herein.

For the purposes of any or all of the following described works of improvement:

Excavation, enlarging, realigning or relocation of stream, locally known as Huff Creek, removing and disposing of debris, and clearing of the right-of-way as necessary for channel construction and disposal of spoil.

1. In the event construction of the works of improvement herein described is not commenced within 60 months from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land and any adjoining land owned by the Grantor.
3. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations, or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the works of improvement herein described.
6. The Grantor hereby releases the Grantee from any and all claims from damages to the herein described lands or adjoining lands resulting from the installation of works of improvement herein described.
7. The Grantee will place all merchantable timber removed from right-of-way in an orderly manner on adjacent lands of the Grantor.
8. Special Provisions: The Grantor agrees to remove all fencing and any other obstacles, such as water pipes, that will interfere with channel construction work, including spreading of spoil. This will be accomplished prior to work beginning on this tract and in sufficient time to preclude delaying construction.