

A portion of that certain tract or parcel of land located on Headwaters of South Tyger River containing 69 acres, conveyed from B. F. Neves to Trustees, North Greenville Baptist Academy and Junior College by deed or other means of conveyance dated May 20, 1939 and recorded in the Book of Deeds, Volume 211, Page 204, Office of R.M.C. in Greenville County, South Carolina which description, by reference, is incorporated herein.

A portion of that certain tract or parcel of land located on Headwaters of South Tyger River containing 10 acres, conveyed from B. F. Neves to Trustees, North Greenville High School by deed or other means of conveyance dated September 28, 1905 and recorded in Book of Deeds, Volume 000, Page 611, Office of R.M.C. in Greenville County, South Carolina which description, by reference, is incorporated herein.

For or in connection with the construction, operation, maintenance, and inspection of a floodwater retarding structure, designated as site Two in the plans for South Tyger River Watershed, to be located on the above described land; for the flowage of any waters in, over, upon, or through such structure; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such structure.

The approximate location of the area involved in the easement herein conveyed is shown on Sketch Map of Floodwater Retarding Structure No. Two, South Tyger River Watershed in Greenville County, South Carolina, recorded in Plat Book, Volume PPP, Page 50, Office of the R.M.C. Greenville County, South Carolina, which sketch map is by reference, incorporated in and made a part of this instrument.

1. In the event construction of the works of improvement herein described is not commenced within 72 months from the date hereof, the rights and privileges herein granted shall at once revert to the Grantor, his (her) 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 necessary to accomplish the works of improvements specified above.
3. There is reserved to the Grantor, his (her) 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 Grantee is responsible for operating and maintaining the works of improvement herein described.
5. Special Provisions:
The Grantee shall have the right to clear and remove underbrush and trees from the normal pool area and a 15-foot horizontal strip adjacent to the normal pool, dam site, spillway, and borrow area.

The Grantor shall remove all fences from the right-of-way, confine his livestock on other land during construction and periodic maintenance, and replace all fences at his own expense upon completion of construction or maintenance.

The Grantee shall have the right to obtain embankment material from the vicinity of the dam as needed.

The Grantor will give right-of-way for road to dam site.