

FILED
GREENVILLE CO. S. C.

VOL 933 PAGE 743

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

12 11 73
HOLLY TREE PLANTATION
BY

DEED TO RIGHT OF WAY
AND
RELEASE AGREEMENT

43

KNOW ALL MEN BY THESE PRESENTS that HOLLY TREE PLANTATION, a Limited Partnership, for and in consideration of the premises, and of the sum of One (\$1.00) Dollar to it in hand paid by THE COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the receipt whereof is hereby acknowledged, does hereby grant unto the said COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF GREENVILLE, SOUTH CAROLINA, their successors and assigns, for a period of one year, the right, privilege and easement to go in and upon that tract of land situate in the County of Greenville, State of South Carolina, bounded as follows:

On the west by the cul-de-sac of Camelot Drive and on the east by the cul-de-sac of Mornington Court, which property is shown on a plat dated May 28, 1973, made by Enwright Associates, Inc. and recorded in the RMC Office of Greenville County, South Carolina in Plat Book 4X, page 37.

The temporary right of way and easement granted herein shall be on a line described as follows:

BEGINNING at a point on the southwestern side of the cul-de-sac at the end of Mornington Court, at the joint front corner of Lot Nos. 81 and 82; thence with the joint line of said lots N 42-52 E 128.0 feet to a point at the joint rear corner of said lots; thence in a southwesterly direction to a point on the northeasterly side of the cul-de-sac at the end of Camelot Drive.

and to construct and maintain, in and through said premises, in a proper manner, a temporary pipeline 2 inches in diameter, together with the necessary apparatus incident thereto, using the necessary appliances and machinery for such work for the purpose of conveying water to 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 pipeline or lines all obstructions that may in any way endanger or interfere with the proper operation or access to the same.

IT IS UNDERSTOOD AND AGREED that the right of way to be used under this contract is to be 10 feet in width throughout its entire length, and that the outer boundaries of said right of way shall be coterminous with the existing reservation for installation of utilities by the Grantor herein, as reserved across said Lot Nos. 81 and 82.

IT IS FURTHER UNDERSTOOD AND AGREED that this right of way and easement is temporary in nature, and that said right of way and easement is hereby granted for a period of not more than 1 year from the date hereof.

(continued on next page)

4328 IV-2