

JUN 24 ' 18 PM 1976

For and in consideration of one dollar (\$1.00), and other good and valuable

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considerations, the receipt whereof is hereby acknowledged, Walter F. Walden

(Name)

of Rt. 1, Fountain Inn, S.C.

(Address)

Grantor, does hereby grant, bargain, sell, convey, and release unto the Rabon Creek

Watershed Conservation District of Fountain Inn, S.C.

(Sponsor's Name)

(Address)

Grantee, its successors and assigns, an 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 Headwaters of Rabon Creek,
containing 12.52 acres, conveyed from B.O. Thomason, Jr., Lillie T. Dalton & Marguerite T. Plonk to Walter F. Walden
by deed or other means of conveyance dated Jan. 2, 1976 and recorded in Book of Deeds,
Volume 1029 Page 820, Office of R.M.C. in Greenville
County, South Carolina, which description, by reference, is incorporated herein.

The approximate location of the area involved in the easement herein conveyed as

Tract No. 8 shown on a Sketch Map of Rabon Creek Watershed

(Project)

in Greenville County, South Carolina, recorded in Plat Book, Volume 000,
204 &

Page 205, 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.

For the detention of any waters that are impounded, stored, or detained,
and for the maintenance and inspection of areas to be flooded by floodwater retarding
structure, designated as Site No. 20 in the plans for Rabon Creek
Watershed.

1. In the event construction of the works of improvement herein described is not commenced within 100 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.
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 sediment pool area and a 15 foot horizontal strip adjacent thereto. Provided, however, if the grantor desires to salvage merchantable timber from the area to be cleared he will do so prior to the time the contractor begins work. It is understood that the grantees will advise the grantor at least days in advance of the date construction is to begin.

- 70-563.1-1-21 (NOTED)

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