

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

3 16 PM '77

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DEED TO RIGHT OF WAY AND RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Venture Associates Ltd., a South Carolina Corporation

for and in consideration of the premises and the sum of One and no/100 (\$1.00)

----- Dollars to 1 in hand paid by the Commissioners of Public Works of the City of Greenville, S. C., the receipt whereof is hereby acknowledged, do hereby give and grant unto the said Commissioners of Public Works, its successors and assigns, the right, privilege and easement to go in and upon that tract of land situated in Chick Springs Township, in the County and State aforesaid, more particularly described as follows:

All those pieces, parcels or lots of land, situate on the southwest side of Robinhood Drive, being known and designated as Lots No. 14 and 15 on a plat of Sherwood Forest, made by W. N. Willis, Engineer, dated June 22, 1950, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book Y at Page 23, and further shown on a plat entitled "Survey for Venture Associates Ltd.", prepared by C. O. Riddle, R.L.S., dated October 27, 1976

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and to construct and maintain in, upon and through said premises, in a proper manner, a pipe line, air vents, blow off connections, man-holes 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 and making necessary repairs and alterations thereon, together with the right to clear the full right of way granted herein and to keep the permanent portion of said right of way cleared of all trees, vegetation and any other obstructions that may, in the opinion of the Grantee, in any way endanger or interfere with the proper operation of, or access to, the same.

It is understood and agreed that:

1. The right of way granted under this agreement is of such dimensions as shown on the plat marked Survey for Venture Associates Ltd., by C. O. Riddle, R.L.S., dated October 27, 1976

~~XXXXXX~~, attached hereto and made a part hereof. The damage which the Grantee is to be liable for during construction is to be confined to the construction right of way and nothing beyond. The location of the pipe line to be installed is to be approximately along the line now located and staked out by the engineers, subject to a variation of not exceeding five feet either way, and the location of the pipe line will determine the definite location of the right of way herein granted. The entire right of way shall be cleared and used for the purpose of installing the pipe line. The location of the pipe line within the right of way shall be as indicated on the above referenced plat.

2. All timber cut from the right of way shall be placed at the edge of the right of way on the land of the Grantor(s) and shall be the property of the Grantor(s) unless otherwise mutually agreed upon.

3. Grantor(s) shall have the right to cultivate and use the permanent right of way strip of land, provided such use thereof will not interfere with the proper maintenance and/or free access to the pipe line to be installed under this agreement. No building, septic tank, underground tank, burial ground or any structure shall be placed on the permanent right of way. Existing fences will be restored after construction, including gates to permit Grantee access. Future fences are permissible, subject to written approval by the Grantee, and the Grantor(s) shall provide an approved gate or gates for Grantee access. No other use of the permanent right of way shall be permitted without prior written consent of the Grantee.

4. Grantor(s) grants the Grantee the right of ingress to and egress from said right of way strip over and across the other lands of the Grantor(s) by means of existing roads and lanes thereon, adjacent thereto, or crossing said strip. Grantee will repair any actual damage it may do to Grantor's private roads or lanes and will reimburse Grantor(s) for any actual damage not repaired which is caused by the exercise of the right of ingress and egress.

5. The failure of the Grantee to exercise any of the rights herein granted at any time or from time to time shall not be construed as a waiver or abandonment of such rights.

6. The payment above specified covers compensation for the full right of way and easement, and also covers all claims for damages along said right of way resulting from construction of the pipe line to be laid.

7. In case of future damages to property or crops resulting directly from an accident on the pipe line, the Grantee shall, at its sole option, either restore the property to its approximate original condition or shall pay the actual damages resulting directly therefrom.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee and the Grantee's successors and assigns, forever. And, the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor(s)'s heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns against the Grantor(s) and the Grantor(s)'s heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor(s)'s hand(s) and seal(s) this 9th day of February, 1976.

SIGNED, sealed and delivered in the presence of

VENTURE ASSOCIATES LTD. (SEAL)

BY: Nathaniel T. Ellis, Pres (SEAL)
Nathaniel T. Ellis, President

Andrea B. Kelley
Daniel B. Daniel

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE Corporation, by its duly authorized officers

Personally appeared the undersigned witness and made oath that (s)he saw the within named ~~XXXXXX~~ sign, seal and as their ~~XXXXXX~~ and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 9th day of February, 1976.

Andrea B. Kelley (SEAL)

Daniel B. Daniel (SEAL)

Notary Public for South Carolina
My commission expires: 11-21-87

STATE OF SOUTH CAROLINA
COUNTY OF

RENUNCIATION OF DOWER
NOT NECESSARY-CORPORATE GRANTOR

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (witness of the above named Grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the Grantee and the Grantee's successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

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

Notary Public for South Carolina
My commission expires: _____

RECORDED this _____ day of _____, 19____ at _____ M. No. _____

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