

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

EASEMENT OR RIGHT-OF-WAY

VOL 1081 p. 55

The City assumes all stamps and recording fees.

KNOW ALL MEN BY THESE PRESENTS, THAT I (or we) Eula Dillard, Life Estate

in consideration of the sum of One Dollar, to me (or us) in hand paid, and other valuable consideration at and before sealing and delivering thereof, by the City of Greenville, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell, and release, unto the said City of Greenville, its successors and assigns, a right-of-way for the construction of a section of the City Roadway, including necessary drainage ditches and sidewalks from

East Stone Avenue to East North Street on  
(Name of Place) (Name of Place)

Spartanburg Street State and County aforesaid, as shown by plans prepared by the City of Greenville on and over all land which I (or we) own and are further described below, for the purpose of locating, constructing improving, and maintaining the above described highway with the bridges and causeways thereon, and the right to construct and maintain controlled access facilities to said highway:

DERIVATION: W. 951 file 6, Probate July 17, 1966 from Earl Dillard

Said property is described as follows: ALL those lots lying at the northwest corner at Old Spartanburg Road and Poplar Street, being known and designated as Lots 3 & 4, Plat C-228.

This is the same land which was conveyed by W. A. Bates to J. Austin Moore by deed dated Sept. 8, 1916 in Deed 63-228; and conveyed to me, George T. Moore, by heirs of J. Austin Moore in Deed 385-419 & by separate deed from Amelia Drummond Collins now filed for recording.

Said right-of-way is described as follows: BEGINNING at a point on the Northwest corner of the intersection of Biddle Street and Spartanburg Street and running thence along Spartanburg Street 15 feet, more or less, in a westerly direction to a point; running thence in a northeasterly direction 21 feet, more or less, to a point on Biddle Street and running thence 15 feet, more or less, in a southerly direction along the western side of Biddle Street to the beginning point; such easement or right-of-way being triangular in shape and further described in a Plat Book 5X, pages 72A and B at the RMC Office for Greenville County, such easement or right-of-way shall contain any and all portions of the parcel within 16 feet of a centerline of Spartanburg Street as shown on a plat prepared by W. R. Williams, RE & LS, October, 1976.

"Special Provisions:" Be it further agreed that the City of Greenville hereby commits itself to building a retaining wall along Spartanburg Street contiguous with the above described property to assure the retention of soil.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns or administrators within the limits of the right-of-way herein conveyed and that such buildings and fences as are now within the limits of the right-of-way herein conveyed will be moved from the right-of-way and restored in as good condition as before moving at the expense of the City of Greenville, South Carolina.

TO HAVE AND TO HOLD, all and singular, the said right-of-way and the rights herein before granted, unto the said City of Greenville, its successors and assigns forever.

IN WITNESS WHEREOFF, I (or we) have hereunto set my (or our) hand and seal this 14 day of April in the year of our Lord, One Thousand Nine Hundred and 77.

Signed, sealed and delivered in the presence of:

Ralph Cochran  
Jessie Johnson  
Anna C. Starks

Eula Dillard (LS.)

NOTE: All Right-of-Way Agreements must be in writing and are subject to rejection by the City of Greenville, South Carolina.

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