

EASEMENT FOR CONSTRUCTION AND IMPOUNDMENT

S.C.

For and in consideration of one dollar (\$1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, \_\_\_\_\_ (Name as shown on \_\_\_\_\_

of \_\_\_\_\_ (Address) \_\_\_\_\_ (Address) Grantor, does hereby grant, convey, and release unto the \_\_\_\_\_ (Name as shown on \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ (Address) \_\_\_\_\_ (Address) Sponsor's Name \_\_\_\_\_ (Address) Grantee, its successors and assigns, an easement, in, over, and upon the following \_\_\_\_\_ (Address) Greenville

described land situated in the County of \_\_\_\_\_ and \_\_\_\_\_, State of South Carolina to wit:

A portion of that certain tract or parcel of land located on \_\_\_\_\_ in \_\_\_\_\_ containing \_\_\_\_\_ acres, conveyed from \_\_\_\_\_ to \_\_\_\_\_ by deed or other means of conveyance dated \_\_\_\_\_ and recorded in Book of Deeds, Volume \_\_\_\_\_, page \_\_\_\_\_, Office of \_\_\_\_\_ in \_\_\_\_\_ 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. \_\_\_\_\_ shown on a Sketch Map of \_\_\_\_\_ Greenville Project in \_\_\_\_\_ County, South Carolina, recorded in Plat Book \_\_\_\_\_, Vol. 000 Pages 204 & 205 RMC Office \_\_\_\_\_ Greenville Volume \_\_\_\_\_, Page \_\_\_\_\_, Office of the \_\_\_\_\_, \_\_\_\_\_ County, South Carolina, which Sketch Map is, by reference, incorporated in and made a part of this instrument.

For or in connection with the construction, operation, maintenance, and inspection of a floodwater retarding structure, designated as \_\_\_\_\_ in the plans for \_\_\_\_\_ (Project) 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.

1. In the event construction of the works of improvement herein described is not commenced within \_\_\_\_\_ 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 improvement described 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 obtain embankment material from the vicinity of the dam, as needed.

The grantee shall have the right to clear and remove underbrush and trees from pool area and a 15 foot horizontal strip adjacent thereto.

The grantor shall remove all existing fences from the right of way that he so desires to salvage, confine his livestock on other lands during construction and replace all fences needed at his expense upon completion of construction. The grantor agrees to prevent grazing of the emergency spillway, borrow area and dam except upon the written permission of and upon the terms specified by the grantee.

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