

## EASEMENT

19 10 52 AM 1959

THIS INDENTURE, made this 11th day of May, 1959,

by J. T. Gault, hereinafter referred to as the Landowner,  
and A. E. Green, hereinafter referred to as the Local Organization,  
(The word "Local Organizer" herein shall mean Grantee)

WITNESSETH THAT:

WHEREAS, the Secretary of Agriculture, United States Department of Agriculture, is authorized by the Watershed Protection and Flood Prevention Act to carry out a program of assistance to local organizations in planning and installing works of improvement for flood prevention or the conservation, development, utilization and disposal of water, and

WHEREAS, the Local Organization is cooperating in said program for the purpose of installing a project in the \_\_\_\_\_ watershed, State of South Carolina, in connection with which it desires to secure certain rights in, over and upon the hereinafter described land of the Landowners,

THEREFORE, for and in consideration of One Dollar (\$1.00) and the benefits accruing to the Landowner from the installation of said project, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Landowner does hereby grant, bargain, sell, convey and release unto the Local Organization an easement in, over and upon the following described land situated in the County of Greenville, State of South Carolina, to-wit:

ALL that certain piece, parcel or tract of land, Fairview Township, County of Greenville, State of South Carolina, being known as Tract No. 1 and containing eight (8) acres according to plat of J. M. Gault Estate dated November 10, 1956, made by W. J. Riddle, Surveyor, and being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin at the northern corner of this property and Mary E. Leake property near Bryson Street and running thence S. 28-30 W. 458 feet to iron pin; thence S. 77-15 W. 729 feet to iron pin; thence in a northern direction along property of J. Babe Gault to an iron pin; thence N. 2-21 E. 997 feet to iron pin, being the point of beginning.

1. The Local Organization shall be responsible for operating, maintaining, and keeping in good repair the works of improvement herein described.
2. The Landowner reserves the right to use said land or any part thereof at any time and for any purpose, provided such use does not interfere with the full enjoyment by the Local Organization of the easement herein conveyed.
3. This easement shall include the right of ingress and egress at any time over and upon said land and any adjoining land owned by the Landowner for construction, inspection and maintenance.
4. The easement herein conveyed shall be subject to any easements, rights-of-way, or mineral reservations or rights now outstanding in third persons.
5. The Landowner hereby releases the Local Organization from any and all claims from damages to the herein described lands or adjoining lands of the Landowner resulting from the installation of works of improvement herein described.