

XX

P.16.2-1-139
Amended

STATE OF SOUTH CAROLINA)
 :
 COUNTY OF GREENVILLE) OPTION AGREEMENT.

In consideration of the sum of One and No/100 (\$1.00) Dollars, the receipt of which is hereby acknowledged, the undersigned hereby grant to the Taylors Water and Sewer District the option to purchase in the name of Taylors Water and Sewer District, for Two Hundred Seventy & No/100 (\$ 270.00) Dollars, a permanent easement and right-of-way of twenty-five (25) feet in width, with an additional temporary construction right-of-way of fifteen (15) feet, or a total construction and permanent right-of-way of forty (40) feet in width, for the purpose of having the perpetual right to enter at any time and to construct, maintain, repair, rebuild and operate a sewer line and any necessary appurtenances. The proposed location of said easement and right-of-way will be indicated by a survey made by Piedmont Engineering Service.

The property over which this option for easement and right-of-way is given is shown on the Greenville County Block Books, on Sheet P.16.2, Block 1, Lot 139, and is the same conveyed to the undersigned by deed recorded in the RMC Office for Greenville County in Deed Book 758, Page 334

This option shall continue in force for a period of 365 days from the date hereof, and, at any time within said period the Taylors Water and Sewer District may exercise said option by delivering written notice, either in person or by certified mail, addressed to the undersigned at the following address:

Roberta Driscoll, Greenville S.C. At any time within the period of this option, the Taylors Water and Sewer District Commission, its agents, assigns, or contractors, may enter upon the lands of the undersigned for the purpose of making necessary surveys and studies without being deemed to have exercised this option.

CONDITION - THIS R/O/W TO NARROW TO 12 1/2 FEET ONLY ON THE EAST BOUNDARY. OWNER RESERVES RIGHT TO CONNECT TO LINE BESIDE HOUSE.

If the Taylors Water and Sewer District elects to exercise this option, the undersigned agree that they will, at such time as may be specified by the Taylors Water and Sewer District Commission, and without cost to the undersigned, execute and deliver a proper instrument of conveyance conveying such easement and right-of-way to the Taylors Water and Sewer District, free from all encumbrances, it being understood and agreed that the purchase price above stated will not be payable until the delivery of such conveyance. It is further understood and agreed that the payment of such purchase price will be accepted as full compensation for all damage caused by the exercise by any of the rights above described, within the right-of-way hereinabove provided for. It is further understood and agreed that the property will be left in as near possible condition as it existed prior to the construction and installation of the sewer line.

The within option shall be binding upon the undersigned and the undersigneds' heirs, successors, administrators, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3 day of May, 1966

WITNESSES:

Alice W. Smith Lawrence Smith (SEAL)

C.E. Robinson _____ (SEAL)

_____ (SEAL)

STATE OF SOUTH CAROLINA)
 :
 COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Optionor(s) sign, seal and as such Optionor(s) act and deed deliver the within written instrument, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 3

day of May, 1966.

C.E. Robinson (SEAL)
Notary Public for South Carolina

Alice W. Smith