

DONNIE S. TANKERSLEY

For and in consideration of <sup>B.M.C.</sup> one dollar (\$1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, John T.S. Peden Estate  
(Name)  
of Rt. 1, Fountain Inn, S.C.  
(ADDRESS)

Grantor, does hereby grant, bargain, sell, convey, and release unto the Rabon Creek  
Watershed Conservation District of Fountain Inn, S.C.  
(Sponsor's Name) (Address)

Grantee, its successors and assigns, an easement in, over, and upon the following described land situated in the County of Greenville, State of South Carolina, to wit:

A portion of that certain tract or parcel of land located on Headwaters of Rabon Creek (Project) containing 128 acres, conveyed from E.M. Peden Sprouse & John T.S. Peden by deed or other means of conveyance dated March 28, 1925 and recorded in Book of Deeds Volume 86, Page 144, Office of R.M.C. in Greenville 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. 2 shown on a Sketch Map of Rabon Creek Watershed (Project) in Greenville County, South Carolina, recorded in Plat Book 204 & 205, Volume 000, Page 205, Office of the R.M.C., Greenville 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 Site No. 20 in the plans for Rabon Creek Watershed (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 100 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.
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 multiple purpose 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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