

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEED TO RIGHT OF WAY AND RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That J. DAVID TURNER

for and in consideration of the premises and the sum of One and no/100 (\$1.00) Dollars to me in hand paid by the Commissioners of Public Works of the City of Greenville, S. C., the receipt whereof is hereby acknowledged, do hereby give and grant unto the said Commissioners of Public Works, its successors and assigns, the right, privilege and easement to go in and upon that tract of land situated in _____ Township, in the County and State aforesaid, more particularly described as follows:

A certain 0.2 acre tract of land, more or less, as shown on a plat entitled "Survey for J. David Turner" prepared by Williams & Plumblee, Inc. Engineering and Land Surveying Company, dated November 30, 1981, and recorded in the R.M.C. Office of Greenville County in Plat Book 9A, at page 63, and being the identical property conveyed to the Grantor by the Grantee herein by deed of even date herewith and recorded in the R.M.C. Office of Greenville County in Deed Book 1206, at Page 938. By the within instrument the Grantor does further affirm and incorporate herein by reference the additional right-of-way of the Grantee as shown on said plat. and to construct and maintain in, upon and through said premises, in a proper manner, a pipe line or lines, air vents, blow off connections, manholes and other necessary apparatus incident thereto, using the necessary appliances and machinery for such work for the purpose of conveying water through the premises above described, together with the right at all times to enter upon said premises for the purpose of inspecting said line or lines and making necessary repairs and alterations thereon, together with the right to cut away and keep the said right of way cleared of all trees, vegetation and any other obstructions that may, in the opinion of the Grantee, in any way endanger or interfere with the proper operation of, or access to, the same.

It is understood and agreed that:

1. The right of way granted under this agreement is of such dimensions as shown on the plat marked "Pipelines Right of Way _____ County, _____ to Commissioners of Public Works of the City of Greenville, S. C.", attached hereto and made a part hereof. The damage which the Grantee is to be liable for during construction is to be confined to this right of way strip and nothing beyond. The location of the first pipe line to be installed is to be approximately along the line now located and staked out by the engineers, subject to a variation of not exceeding five feet either way, and the location of this first pipe line will determine the definite location of the right of way herein granted. The entire right of way shall be cleared and used for the purpose of installing the said first pipe line. The location of pipe lines within the right of way shall be as indicated on the above referenced plat.
2. All timber cut from the right of way shall be placed at the edge of the right of way on the land of the Grantor(s) and shall be the property of the Grantor(s), unless otherwise mutually agreed upon.
3. Grantor(s) shall have the right to cultivate and use this right of way strip of land provided such use thereof will not interfere with the proper maintenance and/or free access to the pipe line or lines installed under this agreement. No building, septic tank, underground tank, burial ground or any structure shall be placed on the right of way. Existing fences will be restored after construction, including gates to permit Grantee access. Future fences are permissible, subject to written approval by the Grantee, and the Grantor(s) shall provide an approved gate or gates for Grantee access. No other use shall be permitted without prior written consent of the Grantee.
4. Grantor(s) grants the Grantee the right of ingress to and egress from the said right of way strip over and across the other lands of the Grantor(s) by means of existing roads and lanes thereon, adjacent thereto, or crossing said strip. Grantee will repair any actual damage it may do to Grantor's private roads or lanes and will reimburse Grantor(s) for any actual damage not repaired which is caused by the exercise of the right of ingress and egress.
5. The failure of the Grantee to exercise any of the rights herein granted at any time or from time to time shall not be construed as a waiver or abandonment of such rights.
6. The payment above specified covers compensation for the right of way and easement, and also covers all claims for damages along said right of way resulting from construction of the pipe line or lines to be laid, except for any actual damage to annually planted crops resulting directly from the installation of the second pipe line.
7. In case of future damages to property or such crops resulting directly from an accident on the pipe line or lines, the Grantee shall, at its sole option, either restore the property to its approximate original condition or shall pay the actual damages resulting directly therefrom.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee and the Grantee's successors and assigns, forever. And, the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns against the Grantor(s) and the Grantor's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's(e') hand(s) and seal(s) this 19 day of December, 1983.

SIGNED, sealed and delivered in the presence of
J. David Turner (SEAL)
J. DAVID TURNER (SEAL)
P. Joyce McCarroll (SEAL)
Nancy M. Pulcine (SEAL)

9(367) 500.4-1-30.4 (note)
PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Grantor(s) sign, seal and as the Grantor's(s') act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 19 day of December, 1983.
P. Joyce McCarroll (SEAL) Nancy M. Pulcine
Notary Public for South Carolina
My commission expires: 4-21-86

STATE OF SOUTH CAROLINA
COUNTY OF _____
No RENUNCIATION OF DOWER - Grantor: Single

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named Grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the Grantee and the Grantee's successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this _____ day of _____, 19____.
8 (SEAL)
Notary Public for South Carolina
My commission expires:

RECORDED this FEB 27 1984 day of _____, 19____ at 11:36 A/ M., No. 20212
FORM D-1, 1975

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