STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE)

DEED TO RIGHT OF WAY AND RELEASE AGREEMENT

Know All Men by These Presents That CLAUDE CRUELL
of said County and State, for and in consideration of the premises, and of the sum of Nine Hundred Thirty and
to me in hand paid by THE CITY OF GREENVILLE, SOUTH CAROLINA, the receipt whereof is hereby acknowled do hereby grant unto the said THE CITY OF GREENVILLE, SOUTH CAROLINA, its successors and assigns, the right, privileges easement to go in and upon that tract of land, situated in Bates Township, in the said County and State, bour by lands of
Henry Cruell Estate, Julius I. O'Shields, Willis Heaton, Bates Crossing Road and the Greenville & Northern Railroad,
The property affected by this right of way is the same property conveyed to Claude Cruell by deed of Albert Hart, et ux, dated November 29, 1949, recorded in the RMC Office for Greenville County, S. C., in Deed Book 453, page 409, and deed of Melvin O. Brookshire, dated October 29, 1953, recorded in said RMC Office in Deed Book 491, page 343.
and to construct and maintain in, upon and through said premises, in a proper manner, a pipe line or lines, air vents, blow off connection manholes and other necessary apparatus incident thereto, using the necessary appliances and machinery for such work for the purpos conveying water through the premises above described, together with the right at all times to enter upon said premises for the purpos inspecting said line or lines and making necessary repairs and alterations thereon, together with the right to cut away and keep cleas the said pipe line or lines all trees and other obstructions that may in any way endanger or interfere with the proper operation of or access the same.
It is understood and agreed that the right of way to be used under this contract during construction is to be seventy-five fee width throughout the entire length which is approximately 3,601 feet, and the damage, which THE CITY OF GREENVII SOUTH CAROLINA, is to be liable for during construction, is to be confined to this strip and nothing beyond. The location of the line or lines, when laid, will determine the definite location of the right of way. The center of the pipe line or lines shall be accepted lying twenty-five feet from the real boundary line of this right of way. The remaining fifty feet of said right of
during construction shall lie <u>East</u> of the center of said pipe line or lines and the entire right of way may be used for the pur of installing the pipe line or lines. The location of said pipe line or lines is to be approximately along the line as now located and staked by the engineers, subject to a variation of not exceeding five feet either way. The permanent right of way, after the pipe line or lines installed, shall be fifty feet in width measuring twenty-five feet from the center on each side of said pipe line as laid, and no obstruct shall hereafter be placed on said fifty foot right of way.
If in laying the pipe line or lines, it is necessary to cut any timber from the right of way, such timber shall be placed at the edg the right of way on the land of the undersigned grantor and shall be the property of the undersigned grantor.
It is further understood that the owner is to have the right to cultivate and use this right of way strip of land provided such use the of shall not interfere with the proper maintenance and free access to the pipe line or lines to be installed under this agreement. No be ings or other structures shall be placed on said right of way nearer than feet from the center of said pipe line or lines. The payment above specified covers compensation for the easement or right of way, and also covers all claims for damages, cluding crops growing on the right of way during the year 19_5°C, along said right of way resulting from construction of the pipe or lines to be laid.
It is further agreed that in case of future damages to property or crop, due from an accident on the pipe line that THE CITY GREENVILLE shall pay all damages. The undersigned agrees to release and give to THE CITY OF GREENVILLE, SOUTH CAROLINA, actual physical possession of
premises above described not later than the <u>lst</u> day of <u>January</u> , 1959.
IN WITNESS WHEREOF, the said grantor or grantors herewith set his hand and seal this 28th day of October, 1959.
IN THE PRESENCE OF OF Could Crull
South Carolina South Carolina (SE.
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PERSONALLY appeared before me J. M. Altman and made oath thathe saw the winamed Claude Cruell and made oath thathe saw the winamed Claude Cruell and made oath thathe saw the winamed Claude Cruell and made oath thathe saw the winamed Claude Cruell and made oath thathe saw the winamed Claude Cruell and made oath thathe saw the winamed Claude Cruell and made oath that and made oath that and
sign, seal and as his act and deed deliver the within written instrument and that —he with ————————————————————————————————————
SWORN TO BEFORE ME THIS
28th day of October 19 59 M. Ciloman Kotary Public for South Carolina.
STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) Vance B. Drawdy
I, Vance B. Drawdy Fannie S. Cruell wife of the within named Claude Cruell did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily.
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto THE CITY GREENVILLE, SOUTH CAROLINA, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower in or to all and singular the premises within mentioned and released.
GIVEN under my hand and seal this 20th day of 20thoher, 19 59. Farmic Schiell
Vance B (Drand (LS)