

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT

Know All Men by These Presents That SALLIE ELIZABETH HOOD, POLLY POOLE HOOD and HELEN REBECCA HOOD HAWKINS

of said County and State, for and in consideration of the premises, and of the sum of Two Thousand and no/100--

----- Dollars
to us in hand paid by THE CITY OF GREENVILLE, SOUTH CAROLINA, the receipt whereof is hereby acknowledged, do hereby grant unto the said THE CITY OF GREENVILLE, SOUTH CAROLINA, its successors and assigns, the right, privileges and easement to go in and upon that tract of land, situated in Saluda Township, in the said County and State, bounded by lands of Bruce R. Holt, Eva Cox Thomas, also on the North Saluda River and River Road.

THE property affected by this right of way is the same conveyed to Sallie Hood, William H. Hood and Walter B. Hood, by deed of G. L. Hood, dated June 20, 1918, recorded in the RMC Office for Greenville County, S.C., in Deed Book 44, page 451. Said William H. Hood died intestate in 1946 devising his interest in the property to Sallie Hood. Reference is had to Apartment 19, File 1, records of Greenville County Probate Court. Walter B. Hood died intestate in 1953. See record in said Probate Court in Apartment 750, File 14, and his adult heirs at law, Polly Poole Hood and Helen Rebecca Hood Hawkins, are conveying their interests by the execution of this deed. For the conveyance of the interests of the minor heirs at law, see judgment in the Office of the Clerk of Court for Greenville County, S.C., Judgment Roll 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 clear of 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 to 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 feet in width throughout the entire length which is approximately 1117.2 feet, and the damage, which THE CITY OF GREENVILLE, SOUTH CAROLINA, is to be liable for during construction, is to be confined to this strip and nothing beyond. The location of the pipe 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 as lying twenty-five feet from the west boundary line of this right of way. The remaining fifty feet of said right of way during construction shall lie east of the center of said pipe line or lines and the entire right of way may be used for the purpose 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 out 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 are 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 obstruction 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 edge of 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 thereof shall not interfere with the proper maintenance and free access to the pipe line or lines to be installed under this agreement. No buildings or other structures shall be placed on said right of way nearer than 25 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, including crops growing on the right of way during the year 1960, along said right of way resulting from construction of the pipe line or lines to be laid, and compensation for any and all past, present or future damages accruing to any water wells located on the property affected by this right of way. 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 OF GREENVILLE shall pay all damages.

The undersigned agrees to release and give to THE CITY OF GREENVILLE, SOUTH CAROLINA, actual physical possession of the premises above described not later than the 19th day of January, 1960.

IN WITNESS WHEREOF, the said grantor or grantors herewith set their hand and seal this 29th day of April, 1961.

IN THE PRESENCE OF
Mae S. Wood
William B. Price
W. H. Keyman
Sallie Elizabeth Hood (SEAL)
Polly Poole Hood (SEAL)
Helen Rebecca Hood Hawkins (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

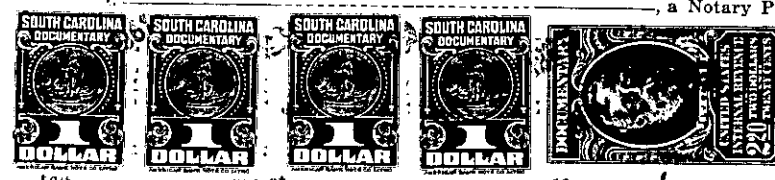
PERSONALLY appeared before me Mollie F. Wood and made oath that she saw the within named Sallie Elizabeth Hood, Polly Poole Hood and Helen Rebecca Hood Hawkins sign, seal and as their act and deed deliver the within written instrument and that she with William B. Price witnessed the execution thereof.

SWORN TO BEFORE ME THIS 29th day of April, 1961
William B. Price (LS)
Mollie F. Wood

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

GRANTORS ARE WOMEN.
RENUNCIATION OF DOWER

I, _____, a Notary Public, do hereby certify unto all whom it may concern that _____ did by me, did declare that she does freely, voluntarily, and in full knowledge, understanding, and without any duress, force, or constraint, release, and forever relinquish unto THE CITY OF GREENVILLE, SOUTH CAROLINA, its successors and assigns, all her right and claim of Dower of, in and to the above described premises, together with all her right and claim of Dower of, in and to the same, and also all her right and claim of Dower of, in and to the same, and also all her right and claim of Dower of, in and to the same.



this _____ day of _____, 19____
(LS)
Notary Public for South Carolina.

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