

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

RAINNEY, FANT & HORTON, ATTYS. BOOK 815 PAGE 419  
DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT

Know All Men by These Presents That B. F. BURNS

of said County and State, for and in consideration of the premises, and of the sum of Three Hundred and Sixty Eight  
and no/100 (\$368.00) Dollars

to \_\_\_\_\_ 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 Bates Township, in the said County and State, bounded  
by lands of Bounded on the East and North by land of Carolle and Lucille H. Gillespie;  
on the west by Little Texas Road; and others the land affected by this  
deed is more particularly described and shown by deed to the Grantor here-  
in recorded in the RMC Office for Greenville County in Deed Book 590, page  
83. The right of way conveyed by this deed is more particularly described  
and shown by plat entitled "Water Line Right of Way B. F. Burns to City  
of Greenville, S.C." attached hereto and made a part of this conveyance.

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 80 feet in  
width throughout the entire length which is approximately 358 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 25 feet from the Southern boundary line of this right of way. The remaining 55 feet of  
said right of way during construction shall lie North 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 80 feet in width measuring 25 feet South - 55 feet  
North from the center on each side of said pipe line as laid, and no obstruction shall here-  
after be placed on said 80 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.

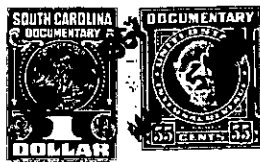
The payment above specified covers compensation for the easement or right of way, and also covers all claims for damages, including  
crops growing on the right of way during the year 1967, along said right of way resulting from construction of the pipe line or lines to  
be laid.

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 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 15 day of March, 1967.

IN WITNESS WHEREOF, the said grantor or grantors herewith set his hand and seal this 14th.  
day of March, 1967.

IN THE PRESENCE OF  
F. Dean Rainey, Jr. } B. F. Burns (SEAL)  
Thomas F. Batson } \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)



STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me F. Dean Rainey, Jr. and made oath that he saw the within  
named B. F. Burns  
sign, seal and as his act and deed deliver the within written instrument and that he with  
Thomas F. Batson witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
14th. day of March, 1967. } F. Dean Rainey, Jr.  
Thomas F. Batson (LS)

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

RENUNCIATION OF DOWER

I, Thomas F. Batson, a Notary Public, do hereby certify unto all whom it may concern that  
Mrs. Viola H. Burns wife of the within named B. F. Burns  
did this day appear before me, and 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 or persons whomsoever, renounce, release, and forever relinquish unto THE CITY OF  
GREENVILLE, SOUTH CAROLINA, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower of,  
in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal  
this 14th. day of March, 1967. } Viola H. Burns  
Thomas F. Batson (LS)  
Notary Public for South Carolina.  
Recorded March 15th., 1967 At 5:14 P.M. # 22113

Plat Recorded in Deed Book 815 Page 420