

EASEMENT FOR CONSTRUCTION AND IMPOUNDMENT PURPOSES

For and in consideration of One Dollar (\$1.00) ~~and other good and valuable~~
~~considerations~~, the receipt whereof is hereby acknowledged, J. P. McKinney
 (Name)
 of Rt. 1, Taylors, S. C. 29687, Grantor, does
 (Address)
 hereby grant and convey unto the South Tyger River Watershed Conservation District
 of Tigerville, S. C., Grantee, its successors and assigns,
 (Address)
 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
South Tyger River, containing 29.85 acres, conveyed from
Harold McKinney to J. P. McKinney
 (Name)
 by deed or other means of conveyance dated January 15, 1956 and
 recorded in Book of Deeds, Volume 566, Page 50, Office of R.M.C.
in Greenville County, South Carolina, which
 description, by reference, is incorporated herein.

For or in connection with the construction, operation, maintenance, and in-
 spection of a floodwater retarding structure, designated as site Two in the
 plans for South Tyger River Watershed, 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.

The approximate location of the area involved in the easement herein con-
 veyed is shown on Sketch Map of Floodwater Retarding Structure No. Two,
South Tyger River Watershed in Greenville County,
 South Carolina, recorded in Plat Book, Volume PPP, Page 50, 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.

1. In the event construction of the works of improvement herein described is
 not commenced within 72 months from the date hereof, the rights and privi-
 leges 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
 necessary to accomplish the works of improvements specified above.

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 im-
 provement herein described.

5. Special Provisions: The Grantee shall have the right to clear and remove
 underbrush from the normal pool area and a 15-foot horizontal strip adjacent to the
 normal pool, dam site, spillway, and borrow area.
 The Grantee will construct fences as necessary to prevent grazing of emergency spillway,
 borrow area and the dam. The Grantor agrees to prevent grazing of such areas except upon
 the written permission of and upon the terms specified by the Grantee.
 The Grantee shall have the right to obtain embankment material from the vicinity of
 the dam as needed.

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