

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

APR 3 4 22 PM 1967

RAINEY, FANT & HORTON, ATTYS.

DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT

OLLIE FARRS WORTH

Know All Men by These Presents That Fate James Emery

BOOK 816 PAGE 581

of said County and State, for and in consideration of the premises, and of the sum of Five Hundred Seventy-five and no/100 (\$575.00)-----Dollars

to me 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 ~~to~~ on the North by County Road; on the West by Clara Bell Robertson and others; the land affected by this deed is more particularly described and shown by deed to the Grantor herein recorded in the RMC Office for Greenville County in Deed Book 741 at Page 312. The right of way conveyed by this deed is more particularly described and shown by plat entitled "Water Line Right-Of-Way Fate James Emery 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 561 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 S boundary line of this right of way. The remaining 55 feet of said right of way during construction shall lie N 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-South 55-North feet from the center on each side of said pipe line as laid, and no obstruction shall hereafter 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 1st day of April, 1967.

IN WITNESS WHEREOF, the said grantor or grantors herewith set his hand S and seal S this 28TH day of March, 1967.

IN THE PRESENCE OF

Gary C Gray
Heini Tamminen

Fate James Emery (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

~~STATE OF SOUTH CAROLINA~~
~~COUNTY OF GREENVILLE~~

THIRD JUDICIAL DISTRICT

PERSONALLY appeared before me GARY C GRAY and made oath that he saw the within named Fate James Emery sign, seal and as his act and deed deliver the within written instrument and that he with MEINI TAMMINEN witnessed the execution thereof.

SWORN TO BEFORE ME THIS 28th day of March, 1967.
Gary C Gray (LS)
 Notary Public of South Carolina My Commission Expires Sept. 23, 1967

~~STATE OF SOUTH CAROLINA~~
~~COUNTY OF GREENVILLE~~

GRANTOR UNMARRIED
 RENUNCIATION OF DOWER

I, GARY C GRAY, a Notary Public, do hereby certify unto all whom it may concern that wife of the within named NONIE and separately examined by me, did declare that she does freely, voluntarily, and persons whomsoever, renounce, release, and forever relinquish unto THE CITY OF and Assigns, all her interest and estate, and also all her right and claim of Dower of, and released.



Notary Public for South Carolina.

(Continued on next page)

Plat Recorded in Deed Book 816 Page 582