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, Pearl M. McKinney (Name) Holcombe of Rt. 1, Travelers Rest, S. C. 29690 (Address), Grantor, does hereby grant and convey unto the South Tyger River Watershed Conservation District of Tigerville, S. C. (Address), Grantee, its successors and assigns, 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 122 acres, conveyed from Marguerite McKinney Page and Blanche McKinney Vaughn (Name) to Pearl M. McKinney Holcombe by deed or other means of conveyance dated October 19, 1946 and recorded in Book of Deeds, Volume 301, Page 280, 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 inspection of a floodwater retarding structure, designated as site One 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 conveyed is shown on Sketch Map of Floodwater Retarding Structure No. One, South Tyger River Watershed in Greenville County, South Carolina, recorded in Plat Book, Volume 000, Page 27, 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 privileges 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 improvement herein described.

5. Special Provisions:

The Grantee shall have the right to clear and remove underbrush and trees from the normal pool area and a 15-foot horizontal strip adjacent to the normal pool, dam site, spillway, and borrow area.

The Grantor shall remove all fences from the right-of-way, confine his livestock on other land during construction and periodic maintenance, and replace all fences at his own expense upon completion of construction or maintenance.

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