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MAY 2 10 31 AM 1964 EASEMENT FOR IMPOUNDMENT PURPOSES

BOOK 818 PAGE 631

For and in consideration of One Dollar (\$1.00) ~~and other good and valuable consideration~~

~~the receipt whereof~~ the receipt whereof is hereby acknowledged, James M. & Betty Jo L. Merrill (Name) 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 16.6 acres, conveyed from Lawrence Merrill, Estate (Name) to James M. & Betty Jo, L. Merrill by deed or other means of conveyance dated March 30, 1964 and recorded in Book of Deeds, Volume 745, Page 142, Office of R.M.C. in Greenville County, South Carolina, which description, by reference, is incorporated herein.

For the permanent storage and temporary detention, either or both, of any waters that are impounded, stored, or detained, and for the maintenance and inspection of areas to be flooded by floodwater retarding structure, designated as Site No. One in the plans for South Tyger River Watershed.

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 improvement 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:

(Continued on next page)