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F.M.C.

EASEMENT FOR CHANNEL IMPROVEMENT

BOOK 818 PAGE 637

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

~~considerations~~, the receipt whereof is hereby acknowledged, J. P. McKinney

_____ of Rt. 1, Taylors, S. C. 29687
(Name) (Address)

Grantor, does hereby grant and convey unto the South Tyger River Watershed

Conservation District _____ of Tigerville, S. C. Grantee,
(Address)

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 Meadow Fork Creek

_____, containing 29.85 acres, conveyed from Harold McKinney
(Name)

_____ to J.P. McKinney by deed or other

means of conveyance dated January 15, 1956 and recorded in Book of Deeds,

Volume 566, Page 50, Office of E.M.C. in

Greenville County, South Carolina, which description, by reference,

is incorporated herein.

For or in connection with construction necessary to improve the South
Tyger River channel located on the above described lands, such construction to include widening, deepening, and straightening; for or in connection with the operation, maintenance, and inspection of such channel; and for the flowage of any waters, in, over, upon or through such channel.

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.

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:

a. The Grantor shall remove, if needed, all fences along the stream channel, be responsible for livestock during construction, and replace fences, as needed, after construction. Fences not salvaged by the landowner will be removed by the contractor in accomplishing the work.

b. The right-of-way shall consist of a horizontal strip wide enough to accomplish the work and manage the spoil, but not exceeding a distance of 30 feet from the center of the stream.

c. Merchantable timber as now exists along the right-of-way may be removed by the Grantor. The Grantor will be notified in advance of commencement of work in sufficient time to accomplish above.

(Continued on next page)