



BOOK 819 PAGE 329

RAIWEY, FANT & HORNIG, ATTYS.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

DEED TO RIGHT OF WAY AND RELEASE AGREEMENT

Plat Recorded in Deed Book 819 Page 337

KNOW ALL MEN BY THESE PRESENTS THAT WE, MINNIE M. BATSON, DAISY BATSON ROBINSON, CARRY ANN BATSON LANGLEY, DEAN BATSON, ALDON BATSON, FORD BATSON, CLAUD BATSON, JUDSON RICE, JAMES RICE, EARL RICE, JOHN RICE AND CALVIN RICE for and in consideration of the premises, and the sum of ONE THOUSAND EIGHT HUNDRED FIFTY (\$1,850.00) Dollars to Us 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 PARIS MOUNTAIN Township, in the said County and State, bounded by lands of South Carolina State Forestry Commission on the South and West; Little Texas Road on the North; and others; the land affected by this deed is more particularly described and shown by deed to P. B. Batson recorded in the RMC Office for Greenville County in Deed Book 72, page 453. The right of way conveyed by this deed is more particularly described and shown by plat entitled "Minnie M. Batson to The City of Greenville, South Carolina", 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 purposes 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 thirty feet in width from a point at station 91 / 95 to a point at station 102 / 38 and 80 feet in width from a point at station 102 / 38 to a point at station 104 / 60, throughout the entire length which is approximately 1217 feet, and the damage which THE CITY OF GREENVILLE, SOUTH CAROLINA, is to be liable for during the 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 Southern boundary line of this right of way. The remaining 55 feet of said right of way during construction shall lie North 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 5 feet either way. The permanent right of way, after the pipe line or lines are installed, shall be 30 feet in width from a point at station 91 / 95 to a point at station 102 / 38 and 80 feet in width from a point at station 102 / 38 to a point at station 104 / 60, measuring as shown on said attached plat, and no obstruction shall hereafter be placed on said 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.

(Continued on next page)