FILED
GREENVILLE CO. S.C.
MAY 16 10 55 AM 1967
OLLIE FARNSWORTH
R.M.C.

EASEMENT FOR CHANNEL IMPROVEMENT

For and in consideration of One Dollar ($1.00) [redacted], the receipt whereof is hereby acknowledged, Minnie B. Brown (Name) of Rt. 1, Taylors, S. C. 29687 (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 Mush Creek, Meadow Fork Creek & South Tyger River containing 297.76 acres, conveyed from Theron E. Barton (Name) and Ruth S. Barton to Minnie B. Brown by deed or other means of conveyance dated July 18, 1962 and recorded in Book of Deeds, Volume 702, Page 395, Office of R.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 40 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.

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