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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE ) RIGHT OF WAY AND RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that we, Lucius L. Smith and Margaret E. Smith, of said County and State, for and in consideration of the premises, and of the sum of Sixty-eight and No/100 (\$68.00) Dollars to us in hand paid by the Commissioners of Public Works of The City of Greenville, South Carolina, the receipt whereof is hereby acknowledged, do hereby grant unto the said Commissioners of Public Works of the City of Greenville, South Carolina, their successors and assigns, the right, privilege and easement to go in and upon that tract of land situated on the northern side of Miller Road in the County and State aforesaid, bounded as follows:

On the South by Miller Road, on the North and West by other property of the grantors herein and on the East by property, now or formerly, of Leslie P. Leonard, et al, and being one of several tracts conveyed to the grantors herein by deed of Florrie L. Smith, dated May 28, 1949, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 384, at page 89.

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 purpose 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.

The right of way granted hereunder is to be of such dimensions as shown on a plat marked "water line right-of-way, Lucius L. and Margaret Smith to Commissioners of Public Works of the City of Greenville, South Carolina", dated May 8, 1975, and attached hereto and made a part hereof, and the damage, which the grantee is to be liable for during

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