

JUN 14 10 07 AM '76

EASEMENT FOR IMPOUNDMENT PURPOSES

VOL 1037 PAGE 952

For and in consideration of one dollar (\$1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, Mrs. Mattie Bell W. Curry (Name) & D. Claude Watson of Rt. 1, Fountain Inn, S.C. (Address)

Grantor, does hereby grant, bargain, sell, convey, and release unto the Rabon Creek Watershed Conservation District of Fountain Inn, S.C. (Sponsor's Name) (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 Rabon Creek, containing 63.92 acres, conveyed from H. Earl Watson to Mrs. Mattie Bell W. Curry & D. Claude Watson by deed or other means of conveyance dated May 12, 1962 and recorded in Book of Deeds, Volume 698, Page 273, Office of R.M.C. in Greenville County, South Carolina, which description, by reference, is incorporated herein.

The approximate location of the area involved in the easement herein conveyed as Tract No. 12 shown on a Sketch Map of Rabon Creek Watershed in Greenville County, South Carolina, recorded in Plat Book, Volume 900, Page 204 & 205, 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.

For the detention 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. 20 in the plans for Rabon Creek Watershed.

1. In the event construction of the works of improvement herein described is not commenced within 10 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:

The grantee shall have the right to clear and remove underbrush and trees from sediment pool area and a 15 foot horizontal strip adjacent thereto. Provided, however, if the grantor desires to salvage merchantable timber from the area to be cleared he will do so prior to the time the contractor begins work. It is understood that the grantees will advise the grantor at least     days in advance of the date construction is to begin.

0.952

4328 W-23