## STATE OF SOUTH CAROLINA)

## DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT

COUNTY OF GREENVILLE) FRANCES E. McJUNKIN AND VERNON A. McJUNKIN, Know All Men hy These Presents That FRAI ROUTE 1, BOX 85, TRAVELERS REST, S. C. of said County and State, for and in consideration of the premises, and of the sum of Nine Hundred and No/100 (\$900.00) to <u>US</u> 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 Chick Springs \_\_\_\_\_ Township; in the said County and State, bounded by lands of The City of Greenville, South Carolina and Wingard and a County Road. The right of way granted hereunder includes an existing 50 foot right of way now owned by the Grantee herein. The permanent right of way, after the pipe line or lines are installed shall be .75 feet in width measuring 25 feet from the center on the South side and 50 feet from the center of the North side of said pipe line as laid, and no obstruction shall be placed on said 75 foot right of way. 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. width throughout the entire length which is approximately 876 feet, and the damage, which THE CITY OF GREENVILLE, SOUTH CAROLINA, is to be liable for during 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 twenty-five feet from the South boundary line of this right of way. The remaining fifty feet of said right of way 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 five feet either way. The possible way are not a variation of not exceeding five feet either way. The possible way are not a variation of not exceeding five feet either way. The possible way are not a variation of not exceeding five feet either way. The possible way are not a variation of not exceeding five feet either way. The possible way are not a variation of not exceeding five feet either 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. It is further understood that the owner is to have the right to cultivate and use this right of way strip of land provided such use there of shall not interfere with the proper maintenance and free access to the pipe line or lines to be installed under this agreement. No build-The payment above specified covers compensation for the easement or right of way, and also covers all claims for damages, including crops growing on the right of way during the year 1963, along said right of way resulting from construction of the pipe line or lines to be laid. It is further agreed that in case of future damages to property or crop, due from an accident on the pipe line that THE CITY OF GREENVILLE shall pay all damages. IN WITNESS WHEREOF, the said grantor or grantors herewith set \_\_Our hand S\_ \_ and seal S\_\_\_\_ this \_ , <sub>19</sub>63 August day of -IN THE PRESENCE (SEAL) (SEAL) STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) Marjorie A. Hill he saw the within PERSONALLY appeared before me Marjorie A. Hill Frances E. McJunkin and Vernon A. and made oath that ---McJunkin named-J. Lakue Hinsoro their act and deed deliver the within written instrument and that -... witnessed the execution thereof. SWORN TO BEFORE ME THIS . . ζ. <sub>19</sub> 63 August 6.th I. 1 X Notary Public for South Carolina STATE OF SOUTH CAROLINA) RENUNCIATION OF DOWER COUNTY OF GREENVILLE) J. LaRue Hinson Mrs. Frances E. McJunkin wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto THE CITY OF GREENVILLE, SOUTH CAROLINA, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released. , a Notary Public, do hereby certify unto all whom it may concern that GIVEN under my hand and seal August \_, 19\_63\_ - day of -

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Notary Public for South Carolina.

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Recorded this 6thday of August, 1963, at 11:32 A M., No. 4001