GREENVILLE

00.8.6.

Plat See Deed Book 727, page 340

STATE OF SOUTH CAROLINA) DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT COUNTY OF GREENVILLE) James T. Wingard and Anna Lora Wingard, Know All Men by These Presents That Route 1, Travelers Rest, S. C. to ______ 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 Frances and Vernon McJunkin, Batson property and property of The City of Greenville, S. C. The property affected by this right of way was conveyed to James T. Wingard and Anna Lora Wingard by deed of Louise Sloan Thomas dated February 14, 1953 and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 472 at Page 425. THIS right of way will be South of and adjacent to an existing 50 foot right of way owned by The City of Greenville, S. C. The permanent right of way, after the pipe line or lines are installed shall be 75 feet in width including the existing right of way. The Southern boundary of the entire right of way is located 25 feet South from the center of the new 48" line as laid and no obstructions shall hereafter be placed on the 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. the same.

And permanent thereafter is understood and agreed that the right of way to be used under this contract during construction is to be seventy-five feet in

width throughout the entire length which is approximately 210 feet EM, 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 Southern boundary line of this right of way. The remaining fifty feet of said right of way during construction shall lie _______ 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 normalized which was now located and staked out by the engineers, subject to a variation of not exceeding five feet either way. The normalized which was not with the content 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 and the entire right of way may be used for the purpose of installing the pipe line or lines and the entire right of way may be used for the purpose of installing the 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 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 and the entire right of way may be used for the purpose of installing the pipe line or lines and the entire right of way may be used for the purpose of installing the pipe line or lines and the entire right of way may be used for the purpose of the pipe line or lines and the entire right of way may be used for the purpose of the pipe line or lines and the entire right of way may be used for the purpose of the line at lines and the pipe line or lines and the pipe line or lines and the entire right of way may be used for the purpose of the line at lines and the pipe line or lines and the pi 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 thereof 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 of right of way, and also covers all claims for damages, including crops growing on the right of way during the year 19_63, 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. The undersigned agrees to release and give to THE CITY OF GREENVILLE, SOUTH CAROLINA, actual physical possession of the premises above described not later than the 1st day of July _, 19_ _. hand **\$**___ __ and seal .S__ day of July IN THE PRESENCE OF (SEAL) 4SEAL) (SEAL) (SEAL) STATE OF SOUTH CAROLINA) R. Wood Donis COUNTY OF GREENVILLE) PERSONALLY appeared before me - and made oath that ≤ he saw the within James T. Wingard and Anna Lora Wingard act and deed deliver the within written instrument and that She with witnessed the execution thereof. Do SWORN TO BEFORE ME THIS 19_63 <u>July</u> day of __ Public for South Carolina. (LS) 5 2. ∞ STATE OF SOUTH CAROLINA) RENUNCIATION OF DOWER ₽: GREENVILLE) -, a Notary Public, do hereby certify unto all whom it may concern that Mrs. Anna Lora Wingard wife of the within named James T. Wingard 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. GIVEN under hand and seal Notary Public for South Carolina. , ₁₉__63. July

continued on next page