FILED GREENVILLE CO. S.C. SEP 16 PM 1963 OLLIE FARNSWORTH R.M.C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT

Know All Men by These Presents That Mauldin Construction Co.

of said County and State, for and in consideration of the premises, and of the sum of Three Thousand and no/100 ($3,000) Dollars to it 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 James M. Henderson, Rutherford Road, Mountain Creek and others. The property affected by this right of way is the same property conveyed to Mauldin Construction Co. by deed of M. A. Ashmore, R. C. Ashmore, and Leslie & Shaw, Inc., dated July 25, 1962, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 704, Page 533.

Grantor reserves the right to lay streets across said right of way, but expressly agrees that no street shall be constructed across said right of way without the prior written approval of Grantee herein, its successsors and assigns, as to construction, cutting and filling of said streets.

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.

It 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 1,406 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 Southwest boundary line of this right of way. The remaining fifty feet of said right of way during construction shall lie Northeast 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 permanent right of way, after the pipe line or lines are installed, shall be fifty feet in width measuring twenty-five feet from the center on each side of said pipe line as laid, and no obstruction shall hereafter be placed on said fifty foot right of 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 thereof shall not interfere with the proper maintenance and free access to the pipe line or lines to be installed under this agreement. No buildings or other structures shall be placed on said right of way nearer than 25 feet from the center of said pipe line or lines.

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 and 1964, 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 13th day of September, 1963.

IN WITNESS WHEREOF, the said grantor or grantors herewith set its hand and seal this 13th day of September, 1963.

IN THE PRESENCE OF

Gloria H. Williams
Joseph H. Earle, Jr.

MAULDIN CONSTRUCTION COMPANY
By: Renfrow C. Galloway
Renfrow C. Galloway, Secretary-Treasurer (SEAL)
(SEAL)
(SEAL)
(SEAL)

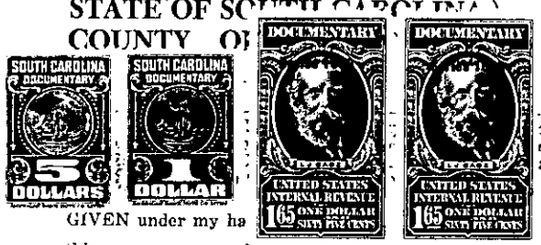
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Gloria H. Williams and made oath that she saw the within named Mauldin Construction Co. by its duly authorized officer, Renfrow C. Galloway, as secretary-treasurer, sign, seal and as its act and deed deliver the within written instrument and that she with Joseph H. Earle, Jr. witnessed the execution thereof.

SWORN TO BEFORE ME THIS
13th day of September, 1963.
Joseph H. Earle, Jr. (LS)
Notary Public for South Carolina.

Gloria H. Williams

STATE OF SOUTH CAROLINA)
COUNTY OF



RENUNCIATION OF DOWER

, a Notary Public, do hereby certify unto all whom it may concern that wife of the within named ely and separately examined by me, did declare that she does freely, voluntarily, and r persons whomsoever, renounce, release, and forever relinquish unto THE CITY OF and Assigns, all her interest and estate, and also all her right and claim of Dower of, and released.

GIVEN under my ha
this day of , 19
(LS)
Notary Public for South Carolina.

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