## STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE)

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

Know All Men by These Presents That I, FRED H. HUDSON

THREE THOUSAND EIGHT HUNDRED
of said County and State, for and in consideration of the premises, and of the sum of SIXTY-TWO AND NO/100 (\$3,862.00)
to me 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 <u>Butler</u> Township, in the said County and State, bounded by lands of Rowan W. Burdett, Pelham Road, Marjory W. Ligon, Allen C. Springfield, Ridge Road, which runs through said property and others. The property affected by this right of way is the same property conveyed to the grantor by the follow-
ing deeds: Deed from P. E. Cureton to Fred H. Hudson dated January 6, 1937 less conded in the RMC Office for Greenville County, S. C. on March 29, 1937, in
Deed Book 196 at Page 11; Deed from E. Inman, Master to Fred H. Hudson dated
uary 25, 1929 in Deed Book 130 at Page 383; Deed from E. Inman, Master, to Fred H. Hudson dated February 11, 1930, recorded in the RMC Office for Greenville County, S. C. on February 11, 1930 in Deed Book 130 at Page 416. This property is shown
on the Greenville County Tax Map on Sheet 540.2, Block I as Lot 22.
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 3, 202 feet, and the damage, which THE CITY OF GREENVILLE, SOUTH CAROLINA, is to be liable for during construction of the pipe source of the pipe of the
line or lines, when laid, will determine the delimite location of the right of way. The center of this pape that the laid, will determine the delimite location of the right of way. The remaining fifty feet of said right of way
during construction shall lie west 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 start 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 instance under this agreement. No bund- ings or other structures shall be placed on said right of way nearer than
The payment above specified covers compensation for the easement or right of way, and also covers all elaims for damages, including crops growing on the right of way during the pipe line cluding crops growing on the right of way during 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 March 31st, 19 65
IN WITNESS WHEREOF, the said grantor or grantors herewith set hand and seal this
day of
James 4. to kepy Tril JT white (SEAL)
Catherine Garson (SEAL)
(SEAL)
) (SEAL)
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
PERSONALLY appeared before me and made but that the saw the within pamed Fred H. Hudson
sign, seal and as his act and deed deliver the within written instrument and that he with James A. K. Roper witnessed the execution thereof.
SWORN TO MEFORE ME THIS  March  1965  Catherine Glasson
Notary Public for South Carolina. (LS)
CARDLINA SOUTH CARDLINA SOUTH CARDLINA SOUTH CARDLINA COCCUMENTARY DICTION OF DOWER
lic, do hereby certify unto all whom it may concern that  Fred H. Hudson
d by me, did declare that she does freely, voluntarily, and unce, release, and forever relinquish unto THE CITY OF the or to all and singular the premises within men.
GIVEN under my hand and seal
(LS)
Notary Public for South Carolina.