MAY 9 11 55 AM 1967

RAINEY, FANT & HORTON, ATTYS.

STATE OF SOUTH CAROLINA) R.M.C.
COUNTY OF GREENVILLE) R.M.C.

DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT

Know All Men by These Presents That Harold C. Pressley and N. Jean Pressley

of said County and State, for and in consideration of the premises, and of the sum of Seven Hundred Sixty Five and no/100 -- Dollars

to Us 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 BATES Township, in the said County and State, bounded by lands of Hubert and Delcie J. Dockery on the West; Farmview Lane on the North; L.L. and Faye J. Haulter on the East; and lands of P.M.Johnson on the South; the land affected by this deed is more particularly described and shown by deed to the Grantor herein recorded in the RMC Office for Greenville County in deed Book 728 page 595. The right of way conveyed by this deed is more particularly described and shown by plat entitled "Water Line Right of Way Harold C. Pressley and N. Jean Pressley to City of Greenville, S.C." attached hereto and made a part of this conveyance.

For Plat See Deed Book 819, page 296

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 sixty-nine ~~XXXXXXe~~ feet in width throughout the entire length which is approximately 99 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 Southern boundary line of this right of way. The remaining fifty/five feet of said right of way during construction 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 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~~. Sixty-nine feet in width measuring as shown by said attached plat and no obstruction shall hereafter be placed on said sixty-nine 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 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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 1967, 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 15th day of March, 1967.

IN WITNESS WHEREOF, the said grantor or grantors herewith set Their hands and seals this 8th day of May, 1967.

IN THE PRESENCE OF

Patrick C. Fant Jr. — Harold C. Pressley (SEAL)

Thomas F. Batson — Jean Pressley (SEAL)

(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Patrick C. Fant Jr. and made oath that he saw the within named Harold C. Pressley and N. Jean Pressley sign, seal and as Their act and deed deliver the within written instrument and that he with Thomas F.Batson witnessed the execution thereof.

SWORN TO BEFORE ME THIS
8th day of May, 1967.
Thomas F. Batson (LS)
Notary Public for South Carolina.

Patrick C. Fant Jr.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

RENUNCIATION OF DOWER

I, Thomas F.Batson, a Notary Public, do hereby certify unto all whom it may concern that Mrs. N. Jean Pressley wife of the within named Harold C. Pressley 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 my hand and seal
this 8th day of May, 19 67.
Thomas F. Batson (LS)
Notary Public for South Carolina.

Jean Pressley

(Continued on next page)