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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

RELEASE AND EASEMENT

WHEREAS, the undersigned Church of God at Mauldin, by and through its trustees, is the owner of the following described real estate, to wit:

ALL that piece, parcel or lot of land, situate, lying and being in Fairview Township in Greenville County, South Carolina, in West Georgia Road, containing 3.91 acres, more or less, as shown on a plat prepared by Freeland and Associates, dated April 6, 1977, and having according to said plat the following metes and bounds, to wit:

BEGINNING at a nail and cap on West Georgia Road; thence N. 38-57 E. 368.3 feet to a nail and cap; thence S. 13-40 E. 706.7 feet to an old iron pin; thence S. 55-00 W. 240.5 feet to a point; thence N. 20-31 W. 574.6 feet to the point of beginning, and being the identical property conveyed to the Church of God at Mauldin by deed of Kathryn S. Holt, et al, dated April 28, 1977, and recorded on May 4, 1977, in the RMC Office of Greenville County in Deed Book 1055, at Page 926.

AND, WHEREAS, the School District of Greenville County is the owner of an adjacent tract of land upon which is presently being constructed Plains Elementary School and being more fully described as follows:

ALL that certain piece, parcel or tract situate, lying and being in Fairview
Township, Greenville County, South Carolina, on the southern side of West Georgia Road, containing 18.9 acres, more or less, as shown and delineated on a plat prepared by Carolina Serving Company for Greenville County Schools, dated July 30, 1973, reference to which plat is hereby craved for the metes and bounds thereof, and being the identical property conveyed to the School District of Greenville County by deed of E. G. Alverson, dated October 1, 1973, and recorded on October 8, 1973, in the RMC Office of Greenville County in Deed Book 985, at Page 677.

AND, WHEREAS, surface waters from the property of the School District of Greenville County flow down and across the property of the Church of God at Mauldin and the parties are desirous of entering into an agreement to release any past or future damages arising therefrom and to provide a perpetual easement for such drainage waters.

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