

FILED  
GREENVILLE CO. S. C.

VOL 1049 PAGE 958

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEED TO RIGHT OF WAY AND RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Grace F. Earle, Individually and as Executrix and Trustee under the Will of Frank R. Earle, deceased

for and in consideration of the premises and the sum of One and no/100 (\$1.00) and settlement of condemnation action Dollars to \_\_\_\_\_ in hand paid by the Commissioners of Public Works of the City of Greenville, S. C., the receipt whereof is hereby acknowledged, do hereby give and grant unto the said Commissioners of Public Works, its successors and assigns, the right, privilege and easement to go in and upon that tract of land situated in \_\_\_\_\_ Township, in the County and State aforesaid, more particularly described as follows:

Bounded on the north by Faris Road, on the west by Michaux Drive, Chanticleer Drive and Seven Oaks Drive; bounded on the south by Chapman Road and bounded on the east by Chanticleer Golf Course (Greenville Country Club), other property of the grantor and property of Western Carolina Sewer Authority.

This is a portion of the property conveyed to the Grantor by deed of R. E. Hughes dated September 15, 1964, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 757 at Page 429 and the deed of Greenville Country Club dated March 29, 1968, and recorded in the RMC Office, Greenville County, in Deed Book 858, Page 471. and to construct and maintain in, upon and through said premises, in a proper manner, a pipe line, air vents, blow off connections, man-holes 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 and making necessary repairs and alterations thereon, together with the right to clear the full right of way granted herein and to keep the permanent portion of said right of way cleared of all trees, vegetation and any other obstructions that may, in the opinion of the Grantee, in any way endanger or interfere with the proper operation of, or access to, the same.

It is understood and agreed that:

1. The right of way granted under this agreement is of such dimensions as shown on the plat marked "Pipeline Right of Way Greenville County" under the Earle, individually and as Executrix and Trustee to Commissioners of Public Works of the City of Greenville, S. C., attached hereto and made a part hereof. The damage which the Grantee is to be liable for during construction is to be confined to the construction right of way and nothing beyond. The location of the pipe line to be installed is to be approximately along the line now located and staked out by the engineers, subject to a variation of not exceeding five feet either way, and the location of the pipe line will determine the definite location of the right of way herein granted. The entire right of way shall be cleared and used for the purpose of installing the pipe line. The location of the pipe line within the right of way shall be as indicated on the above referenced plat.

2. All timber cut from the right of way shall be placed at the edge of the right of way on the land of the Grantor(s) and shall be the property of the Grantor(s) unless otherwise mutually agreed upon.

3. Grantor(s) shall have the right to cultivate and use the permanent right of way strip of land, provided such use thereof will not interfere with the proper maintenance and/or free access to the pipe line to be installed under this agreement. No building, septic tank, underground tank, burial ground or any structure shall be placed on the permanent right of way. Existing fences will be restored after construction, including gates to permit Grantee access. Future fences are permissible, subject to written approval by the Grantee, and the Grantor(s) shall provide an approved gate or gates for Grantee access. No other use of the permanent right of way shall be permitted without prior written consent of the Grantee.

4. Grantor(s) grants the Grantee the right of ingress to and egress from said right of way strip over and across the other lands of the Grantor(s) by means of existing roads and lanes thereon, adjacent thereto, or crossing said strip. Grantee will repair any actual damage it may do to Grantor's private roads or lanes and will reimburse Grantor(s) for any actual damage not repaired which is caused by the exercise of the right of ingress and egress.

5. The failure of the Grantee to exercise any of the rights herein granted at any time or from time to time shall not be construed as a waiver or abandonment of such rights.

6. The payment above specified covers compensation for the full right of way and easement, and also covers all claims for damages along said right of way resulting from construction of the pipe line to be laid.

7. In case of future damages to property or crops resulting directly from an accident on the pipe line, the Grantee, shall, at its sole option, either restore the property to its approximate original condition or shall pay the actual damages resulting directly therefrom.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee and the Grantee's successors and assigns, forever. And, the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s)' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns against the Grantor(s) and the Grantor's(s)' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's(e)' hand(s) and seal(s) this 21<sup>st</sup> day of January, 1977.

SIGNED, sealed and delivered in the presence of

Adrian S. Bennett  
[Signature]

Grace F. Earle (SEAL)  
Grace F. Earle, Individually and  
Executrix and Trustee under the (SEAL)  
Will of Frank R. Earle, deceased (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

156-0613-1-1 (11/16)  
-215-101-1-1 (10/1)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Grantor(s) sign, seal and as the Grantor's(s)' act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 21<sup>st</sup> day of January, 1977.

[Signature] (SEAL)

Adrian S. Bennett

Notary Public for South Carolina 5/13/78  
My commission expires.

STATE OF SOUTH CAROLINA  
COUNTY OF \_\_\_\_\_

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named Grantor(s) respectively, did this day appear before me, and each, 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 whomsoever, renounce, release and forever relinquish unto the Grantee and the Grantee's successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My commission expires:

RECORDED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ M., No. \_\_\_\_\_

BR  
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4328 (11-2)