QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the
Secretary of the Interior, acting by and through the Southeast
Regional Director, Bureau of Outdoor Recreation, under and
pursuant to the power and authority contained in the provisions
of the Federal Property and Administrative Services Act of 1949
(63 Stat. 377), as amended, and particularly as amended by Public
Law 485, 91st Congress, and regulations and orders promulgated
thereunder (hereinafter designated "Grantor"), for and in
consideration of the perpetual use of the hereinafter described
premises as and for public park and public recreation area
purposes, by Spartanburg County, South Carolina (hereinafter
designated "Grantee"), does hereby release and quitclaim to
Grantee, and to its successors and assigns, subject to the
reservations, exceptions, restrictions, conditions and
covenants hereinafter expressed and set forth, all Grantor's
right, title and interest in and to the following described
property, consisting of approximately 8.02 acres, located in
Spartanburg County, South Carolina:

All that piece, parcel or lot of land lying, being
and situate in School District No. 6, Spartanburg
County, State of South Carolina, located on the East
side of South Carolina's secondary highway 42-489, and
being more particularly described on a revised plat
prepared by William Blackwood, R.L.S., and revised
August 11, 1976, and having the following metes and
bounds: Beginning at an iron pin on the eastern
edge of secondary road 42-489 and going N 32°12'12"E
314.79 feet to an iron pin; thence S 77°18'18"E, 580.8
feet to an iron pin thence S 12°44'16"W 600 feet to an
iron pin; thence N 77°19'15"W 793.0 feet to an iron pin;
thence N 32°12'12"E, 268.99 feet to iron pin; thence S
77°15'12"E 193.52 feet to an iron pin; thence S 12°42'12"
W 63 feet to an iron pin; thence S 77°18'12"E 220.0 feet
to an iron pin; thence N 12°42'12"E 220 feet to an iron
pin; thence N 77°18'15"W 220 feet to an iron pin thence
S 12°42'12"W 197 feet to an iron pin; thence N 77°15'12"
275.83 feet to an iron pin, the beginning point, con-
taining 8.02 acres, more or less. Reference is hereby
made to the above said plat which is attached hereto
and incorporated herein by reference.

This being the same property conveyed to the United
States of America pursuant to a deed from Onie W.
Burnett, recorded in Deed Book 9-G, Page 652, R.M.C.
Office for Spartanburg County, on December 1, 1938.
There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above described premises, whether or not the same now appear of record, including two rights-of-way described on said plat prepared by William Blackwood, R.L.S.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to Spartanburg County, South Carolina.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on February 23, 1976, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original
application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
6. Grantee shall erect an eight-foot high chain link fence around the control tower in the central remaining portion of the FAA property in accordance with specifications which accompanied the Report of Excess Property.

7. Grantee shall hold Grantor harmless from any and all claims, demands, litigation, and liability which may result from a falling of the FAA tower located on retained land onto land conveyed hereby.

8. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this
covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

9. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 14th day of December, 1976.

UNITED STATES OF AMERICA
Acting by and through the Secretary of the Interior
Through:
Robert M. Baker  
Southeast Regional Director  
Bureau of Outdoor Recreation

By [Signature]

WITNESSES:
William L. Baige  
Othoia L. Sanders

STATE OF GEORGIA  
COUNTY OF FULTON  

On this 1st day of DECEMBER, 1976, before me, the subscriber, personally appeared Hugh L. Watson, Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

My Commission expires:  
Notary Public in and for the State of Georgia  
Notary Public, Date:  

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

Spartanburg County, South Carolina
WITNESSES:  

By  

Robert G. Rowell  
Chairman, Spartanburg  
County Board of Commissioners  

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG  

Personally appeared before me the undersigned, and made oath that he saw the within named ROBERT G. ROWELL sign, seal and as Chairman of the Spartanburg County Board of Commissioners deliver the within written instrument and that he with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me this 8th day of December, 1976.

[Seal]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires:  

Rachel Skelton