

RIGHT OF WAY

BOOK 531 PAGE 113

State of South Carolina,

COUNTY OF GREENVILLE.

I. KNOW ALL MEN BY THESE PRESENTS That T.J. Benston \$ 889.30

and grantor (s), in consideration of \$ 889.30 paid by Greater Greenville Sewer District Commission, a body politic under the laws of South Carolina, herein-after called the Grantee, receipt of which is hereby acknowledged, do hereby grant and convey unto the said grantee a right of way in and over my (our) tract (s) of land situate in the above State and County and deed to

which is recorded in the office of the R. M. C., of said State and County in Book 279 at pages 52 & 53 and Book at page, said lands being bounded by the lands of

and encroaching on my (our) land a distance of 889.3 feet, more or less, and being that portion of my (our) said land 25 feet wide, extending 12.5 feet on each side of the center line as same has been marked out on the ground, and being shown on a print on file in the offices of Greater Greenville Sewer District Commission and recorded in the office of the R. M. C., of the above said State and County in Plat Book at page (During construction only of 50 feet wide 25 feet on each side of center line.)

The Grantor (s) herein by these presents warrants that there are no liens, mortgages, or other encumbrances to a clear title to these lands, except as follows:

which is recorded in the office of the R. M. C., of the above said State and County in Mortgage Book

at page and that he (she) is legally qualified and entitled to grant a right of way with respect to the lands described herein.

The expression or designation "Grantor" wherever used herein shall be understood to include the Mortgagee, if any there be.

2. This right of way is to and does convey to the grantee, its successors and assigns the following: The right and privilege of entering the aforesaid strip of land, and to construct, maintain and operate within the limits of same, pipe lines, manholes, and any other adjuncts deemed by the grantee to be necessary for the purpose of conveying sanitary sewage and industrial wastes, and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said grantee may deem desirable; the right at all times to cut away and keep clear of said pipe lines any and all vegetation that might, in the opinion of the grantee, endanger or injure the pipe lines or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of the grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.

3. It Is Agreed: That the grantor (s) may plant crops, maintain fences and use this strip of land, provided: That crops shall not be planted over any sewer pipes where the tops of the pipes are less than eighteen (18) inches under the surface of the ground; that the use of said strip of land by the grantor shall not, in the opinion of the grantee, interfere or conflict with the use of said strip of land by the grantee for the purposes herein mentioned, and that no use shall be made of the said strip of land that would, in the opinion of the grantee, injure, endanger or render inaccessible the sewer pipe lines or their appurtenances.

4. It Is Further Agreed: That in the event a building or other structure should be erected over sewer pipe lines or contiguous thereto, no claim for damages shall be made by the grantor, his heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

5. All other or special terms and conditions of this right of way are as follows:

a. Said sewer line shall be constructed through said property so that the center line thereof shall at all points be parallel with and not more than 12.5 feet Northeast of the center line of the existing sewer.

b. The top of said sewer line shall at no point be higher in elevation than 9 inches above the top of the existing sewer line now crossing the said property.

c. Said line shall be constructed under the railroad siding now used by the owner at such times and maintained in such manner as will not interfere in any way with the owner's use of said railroad siding serving the warehouse.

d. Should it be necessary to move or relocate the sewer service lines running from the premises of the grantor, such removal and relocation shall be done at the expense and cost of the grantor.

e. The plans showing the location of this line provide for three manholes to be placed on the grantor's property and it is understood that no additional manholes will be placed thereon without first obtaining the written consent of the grantor herein.

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