

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. No building shall be erected over said sewer pipe line nor so close thereto as to impose any load thereon.

3. It is agreed: That the grantor(s) may plant crops, maintain fences and use this strip of land, provided: that crops planted over any sewer pipes 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 line or their appurtenances.

4. It is Further Agreed: That in the event a building or other structure should be erected contiguous to said sewer pipe line, 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: The School District of Greenville County will operate the sewer line to be constructed over the right of way herein granted under an agreement with the Greater Greenville Sewer District Commission and the Parker Water and Sewer Sub-District whereby the School District cannot extend sewerage rights for the use of the sewerage lines herein involved until such a time as a duly Constituted Authority provides sewerage for this area. The right of way herein conveyed is entirely within the limits of Parker Water and Sewer Sub-District Commission, a duly Constituted Authority. The School District of Greenville County, the Grantee herein, will permit the use of the sewerage lines hereinbefore referred to unto the Grantors upon a mutual agreement between the parties hereto, and subject to the rules, regulations and the approval of the duly Constituted Sewer Authority involved.

6. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

IN WITNESS WHEREOF, the Hand and Seal of the Grantor(s) herein and of the mortgagee, if any, has hereunto been set this 16th day of July, 1962, A.D.

(CONTINUED ON NEXT PAGE)