having agreed in writing on April 16, 1968, to waive any rights he may have over his Lease in order that the grantor might convey to the grantee this right-of-way. Said Agreement between the said Lessee and the School District of Greenville County is attached hereto and made a part hereof.

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.

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

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.

The grantor has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the grantee, its successors and assigns, forever, the property described herein and the grantor further does hereby bind its heirs, successors, executors and administrators to warrant and defend all and singular said premises to the grantee, the grantee's successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this  $\frac{27}{2}$  day of May, 1968.

IN THE PRESENCE OF:

dedige posters

SCHOOL DISTRICT OF GREENVILLE

COUNTY,

By: Willow H. Earle