S.C.

JAN '81

1211 PAGE 111

Book Number

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RIGHT OF WAY

I KNOW ALL MEN BY THESE PRESENTS that Herbert S. Garrison, Mabel G. Benson and Junius H. Garrison, Jr., individually and as Executor of the Estate of Junius H. Garrison, deceased for and in consideration of $10.00 and other valuable consideration paid or to be paid by Metropolitan Sewer Subdistrict, hereinafter called the Grantee, do grant and convey unto the said Grantee a right of way in and over the following tract of land situate in the above State and County, subject to which is recorded in the office of the Probate Court of said State and County in Book Apt. 998 File 24 and Page Apt. 1571 File 1

said land being more fully described as approximately 72 acres on the southern side of U. S. Highway 29 (Mills Avenue) and east of the P & N Railroad line

and extending across my (our) land a distance of 1810 feet, more or less, said being that portion of my (our) said land 25 feet wide, extending 12 1/2 feet on each side of the center line as same has been marked out on the ground, and being shown on a plat on file in the office of the Metropolitan Sewer Subdistrict. During construction said right of way shall extend a total width of 40 feet, extending 20 feet on each side of the 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: None

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(s)" wherever used herein shall be understood to include the Mortgagee, if any there be.

2. The right of way herein granted to the Grantee, its successors and assigns, includes 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 appurtenances deemed by the Grantee to be necessary for the purpose of conveying sanitary sewage and industrial wastes, and to make such relocations, changes, renewals, alterations, 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, trim 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. Said rights shall be exercised over and through the lands referred to above as to impose any burdens upon the remaining lands of the Grantor(s).

3. It is agreed: That the Grantor(s) may plant crops, maintain fences, or use the said strip of land, provided: That crops may not be planted in such a way as to prevent the operation of the said pipe line. Trees may not be planted under the surface of the said strip of land by the Grantor(s) or their successors or assigns, nor shall the Grantor(s) interfere or conflict with the said right of way of the Grantee, its successors and assigns. No permanent structure may be made of the said strip of land by the Grantor(s) or their successors or assigns, which would interfere with the Grantee's use of the said pipe line or their appurtenances.

4. It is further agreed: That in the event of damage to the said pipe line or its appurtenances, or to any other property of the Grantee, caused by the negligence of the Grantor(s), their agents, servants or employees, the Grantor(s) will be responsible for such damage that might occur to such property, including the cost of repairs, and the Grantee may deduct the amount of such damage from any sums due the Grantor(s) for operation or maintenance, if said pipe lines or their appurtenances are damaged by the negligence of the Grantor(s), their agents, servants or employees.

5. Whenever used herein the singular shall include the plural and the plural the singular.

Grantor and Grantee agree that the right of way herein granted is further subject to that certain agreement between them dated January 16, 1981.

6. The parties agree that the Grantee shall not be liable for any damages to crops, livestock, or other property, except for such damages as may be caused by its negligence.

7. It is understood and agreed that the rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) herein and the Mortgagee, if any, have caused this instrument to be executed this 16 day of January, A.D., 19 81

Witnesses:

Witness

Witness

Witness Grantor(s)

Witness Grantor

Herbert S. Garrison (L.S.)

Mabel G. Benson (L.S.)

Junius H. Garrison, Jr., individually and as Executor of the Estate of Junius H. Garrison, deceased (L.S.)

Mortgagee

RECORDED JAN 16 1981 1211

4.00