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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That Irene Ada Thomas, Grantor, in consideration of \$2,100.00 paid by the City of Greenville, South Carolina, a body politic under the laws of South Carolina, hereinafter called the Grantee, receipt of which is hereby acknowledged, does hereby grant and convey unto the said Grantee a right-of-way in and over my two tracts of land situate in the above State and County and obtained by me by virtue of a Will filed in the Probate Court for Greenville County in Apartment 1588, File 20, encroaching on a portion of my land known as Block Book No. 193.3-1-1 and 193.3-1-10, said area consisting of a Temporary Construction right-of-way and a permanent right-of-way as shown on the attached survey prepared by the City of Greenville, South Carolina and recorded herewith. Plat Book  $g_{K}$  at Page 77 and Plat Book  $g_{K}$  at Page 78.

The Grantor 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 and that I am 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.

- The 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, pipelines, 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 lines on the permanent right-of-way from time to time as said Grantee may deem desirable; the right at all times to cut away and keep clear of said pipelines any and all vegetation on the permanent right-ofway that might, in the opinion of the Grantee, endanger or injure the pipelines or their appurtenances, or interfere with their proper operation or maintenance; 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 ali of same. No building shall be erected over said sewer pipeline nor so close thereto as to impose any load thereon.
- 3. It is Agreed: That the Grantor may plant crops, maintain fences and use this strip of land, that the use of said strip of land by the Grantor shall not, in the opinion of the Grantee, unreasonably 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 pipeline or their appurtenances.
- 4. It is further agreed: That in the event a building or other structure should be erected contiguous to said sewer pipeline and within the permanent right-of-way, 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, or said pipelines or their appurtenances, or any accident or mishap that might occur therein or thereto.
- 5. All other or special terms and conditions of this rightof-way are as follows: Grantor shall have right to "tie in" and utilize any sewer line now or hereafter placed on the permanent right-of-way.