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STATE OF SOUTH CAROLINA

RIGHT OF WAY TO

COUNTY OF GREENVILLE

GREENVILLE HOSPITAL SYSTEM

- (1) KNOW ALL MEN BY THESE PRESENTS: That, ABNEY MILLS, a South Carolina Corporation, hereinafter called the grantor, as a donation to the Greenville Hospital System, a non-profit hospital created by Act 432 of the Acts and Resolutions of the State of South Carolina, 1947, as amended, and duly organized and existing under the laws of South Carolina for service to Greenville County, 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 its tracts of land situate in the above State and County and deeds to which are recorded in the office of the R. M. C. of said State and County in Deed Book 249 at Page 384, Deed Book 248 at Page 64, and Book 147 at Page 19 and, also, being designated in the Block Book as 506.6-1-1 and encroaching on its land a distance of 1622 feet, more or less, and being that portion of its said land 40 feet in width during the time of construction and 20 feet in width thereafter, and being shown on a print on file in the offices of the Greenville Hospital System.
- (2) 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, pipe lines, manholes, and any other adjuncts necessary for the purpose of conveying sanitary sewage and industrial wastes, and to make within the said 20 foot strip 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 time 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 and thereafter at any time and from time to time the grantee may exercise any or all of same. No building shall be erected over said sewer pipe line nor so close thereto as to impose any unreasonable load thereon.
- (3) It is Agreed: That the grantors may plant crops, maintain fences and otherwise use this strip of land, provided: That the use of said strip of land by the grantor shall not interfere or conflict with the use of said strip of land by the grantee for the purpose herein mentioned, and that no use shall be made of the said strip of land that would injure, endanger or render inaccessible the sewer pipe line or its appurtenances.
- (4) It is further agreed by the grantee by acceptance of this easement that the grantor and its successors and assigns have the right at any time upon thirty days notice to the grantee to tap on to and use the said pipe line and its appurtenances for the purpose of conveying sanitary sewage and/or industrial wastes or for any other purpose not inconsistent with the use being made of the said pipe line by the grantee; provided, that at the time of the aforesaid notice to the grantee from the grantor, such additional use of the said pipe line by the grantor would not overload the said pipe line based on actual use at the time and not on projected future use. It is further agreed that the grantee will impose no charge on the grantor for the exercise of this right to connect to the said pipe line or for the use of the said pipe line.

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