

RIGHT OF WAY

STATE OF SOUTH CAROLINA) Greenville County Block Book Designation as of:
) District Sheet 56, Block 2, Lot 6.1
 COUNTY OF GREENVILLE) District Sheet 58, Block 2, Lot 2 and 2.1

1. KNOW ALL MEN BY THESE PRESENTS: That Greenville & Northern Railway Company, grantor, in consideration of the sum of One and No/100 (\$1.00) Dollar and other valuable consideration paid by the Western Carolina Regional Sewer Authority, a body politic under the laws of South Carolina, hereinafter called the grantee, receipt of which is hereby acknowledged, do hereby grant and convey unto the said grantee a right of way in and over the tracts of land situate in the above State and County and deed to which is recorded in the Office of the RMC of said State and County in Book 143 at Page 95 and Book 60 at Page 117, respectively, and being on that portion of the said land, extending as same has been marked out on the ground, and being shown on a print on file in the offices of the Western Carolina Regional Sewer Authority. Said right of way shall extend 12 1/2 feet on either side of the centerline of the present location of the pipeline.

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, 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 same 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 that might, in the opinion of the grantee, endanger or injure the pipelines 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 pipeline or said right of way. Western Carolina Regional Sewer Authority acknowledges currently there are encroachments upon the right of way by existing buildings and these encroachments are excepted from the prohibition that no building be erected upon the right of way; The Railway may perform necessary maintenance and renovation upon the existing buildings, but it is expressly agreed that these buildings are in no way to be enlarged so as to further encroach upon the right of way.

3. It is agreed that the grantor may plant crops, maintain fences and use this strip of land, provided: That crops shall not be planted over any sewer pipes where the tops of the pipes are less than eighteen (18) inches under the surface of the ground; that the use of said strip of land by the grantor 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 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 the Western Carolina Regional Sewer Authority shall be hereby relieved of any responsibility or obligation, if any it may have had previously, to relocate or support the lines that are located within the right of way herein conveyed, by reason of any prior agreements between the parties or any subsequent activity of the Railway, its successors, assigns or lessees.

5. Greenville & Northern Railway Company does hereby, for and in consideration of the consideration stated above, release and relinquish and forever discharge Western Carolina Regional Sewer Authority from any and all claims, causes of action, suits, damages, or liabilities of whatever kind and nature, arising out of or under those Agreements entered into by Greenville & Northern Railway Company and The Greater Greenville Sewer District, predecessor of Western Carolina Regional Sewer Authority, on or about November 14, 1951 with respect to the particular properties described herein.

RECORDED

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