FILED
GREENVILLE, S.C.

JAN 27 10 25 AM '83

JOHN ANDERSLEY
R.M.C.

VOL 1181 PAGE 416

STATE OF SOUTH CAROLINA)
) RIGHT-OF-WAY
COUNTY OF GREENVILLE)

1. KNOW ALL MEN BY THESE PRESENTS: That T. Walter Brashier, Grantor, in consideration of $1 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, do hereby grant and convey unto the said Grantee a right-of-way in and over my tracts of land situate in the above State and County and deed to which is recorded in the RMC Office of said State and County in Deed Book No. 1177 at page 384, encroaching on a portion of my lands known as Block Book Nos. 279-2-35.1 and 280-1-5, said area consisting of a Temporary Construction right-of-way and a permanent right-of-way as shown on the survey prepared by the City of Greenville, South Carolina and recorded in Plat Book 9L at page 54 and Plat Book 9H at page 97.

The Grantor herein by these presents warrants that he is 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.

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 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, 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 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 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 right-of-way are as follows: None.