

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

1. KNOW ALL MEN BY THESE PRESENTS: That James W. Gary and Ardie C. Gary, Grantors, in consideration of \$1.00 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, do hereby grant and convey unto the said Grantee a right-of-way in and over our tract of land situate in the above State and County encroaching on a portion of our land known as Block Book No. 199.1-2-5, said area consisting of a twenty-five foot permanent right-of-way as shown on the survey prepared by the City of Greenville, South Carolina and recorded in Plat Book 90 at page 13 and a Temporary Construction right-of-way which shall extend 12-1/2 feet on each side of the permanent right-of-way.

The Grantors herein by these presents warrant that they are legally qualified and entitled to grant a right-of-way with respect to the lands described herein.

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 storm water, 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 storm drain any and all vegetation that might, in the opinion of the Grantee, endanger or injure the storm drain 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 storm drain nor so close thereto as to impose any load thereon.

3. It is Agreed: That the Grantors may plant crops, maintain fences and use this strip of land, provided: That crops shall not be planted over any storm drain 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 Grantors 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 storm drain or their appurtenances.

4. It is further agreed: That in the event a building or other structure should be erected contiguous to said storm drain 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. The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right-of-way.

IN WITNESS WHEREOF the hand and seal of the Grantors herein has hereunto been set this 19<sup>th</sup> day of January, 1983 A.D.

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