

STATE OF SOUTH CAROLINA)

RIGHT OF WAY

COUNTY OF GREENVILLE)

RECORDED
FEB 5 2 01 PM '13

1. KNOW ALL MEN BY THESE PRESENTS: That I, MAY O. FENWICK, Grantor, in consideration of \$800.00 paid by FURMAN UNIVERSITY, 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 tract of land situate in the above State and County and deed to which is recorded in the office of the R.M.C. of said State and County in Book 367 at page 479, said lands being bounded by the lands of Zelma B. Quinn, Greenville & Northern Railway, Lillie O. Blackwell, Reedy River and Duncan Chapel Road and encroaching on my land a distance of 800 feet, more or less, and being that portion of my said land 5.9 feet wide throughout the entire length which begins and runs adjacent to the right of way of the Greenville & Northern Railway at Station 25 + 50 and extends to Station 33 + 50, and being shown on a print on file in the offices of Furman University.

The Grantor herein by these presents warrants that there are no liens, mortgages, or other encumbrances to a clear title to these lands.

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, man-holes, 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 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 thereafter at any time and from time to time to exercise any or all of same. No building shall be erected over said sewer pipe line 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

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