

herein granted; provided, however, GRANTEE shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this right of way agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said GRANTEE, its successors and assigns, so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, the GRANTORS herein have hereunto set their hands and seal.

Signed, sealed, and delivered in the presence of:

*Jack S. Todd*  
Jack S. Todd (SEAL)

*K. Manion*  
*T. T. Todd, Jr.*

\_\_\_\_\_  
(SEAL)  
Grantors (SEAL)

State of South Carolina )  
County of Greenville ) SS

Personally appeared before me K. J. Manion who being duly sworn, says that he saw the within named Jack S. Todd sign, seal, and as his act and deed, deliver the foregoing instrument, and that he, with T. T. Todd, Jr. witnessed the execution thereof.

Sworn to before me this 11 day of May, 1972  
*K. J. Manion*  
*Wilton M. Chandler*

Notary Public for South Carolina  
(Attach appropriate state acknowledgment)  
*My Commission expires April 24-1979*

Supplemental Right Of Way Agreement Recorded July 24, 1972 at 1:50 P. M., # 2166

JUL 27 1972  
2166

Filed for record in the office of  
the R. M. C. for Greenville  
county, S. C. at 1:50 o'clock  
P. M. July 24, 1972  
and recorded in Deed Book  
949 at page 551

R. M. C. for G. Co. S. C.