

JUN 10 1963

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P-21-1-4
Block Book Number

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

41 1079

1. KNOW ALL MEN BY THESE PRESENTS: That COMMODITY WAREHOUSE COMPANY, INC., grantor(s) in consideration of One and No/100 (\$1.00) Dollar, and other valuable consideration, paid or to be paid by J.B.J. PROPERTIES, a partnership, hereinafter called the Grantee, do hereby grant and convey unto the said Grantee, its successors and assigns, a right-of-way in and over its tract(s) 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 759 at Page 509, said lands being briefly described as: Lot 4, Block 1, Sheet P 21 of the Greenville County Mapping Department and encroaching on its land a distance of 1,582.00 feet, more or less, and being that portion of its said land 25 feet wide, extending 12.5 feet on each side of the center line as same has been marked out on the ground, and being shown on a print to be filed in the office of the Metropolitan Sewer Sub-District of Greenville County. During construction said right-of-way shall extend a total width of 40 feet, extending 20 feet on each side of the center line.

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

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, pipe lines, 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 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; PROVIDED, HOWEVER, that the Grantor reserves unto itself and its successors and assigns the right and privilege, at its own expense and in accordance with the standards and requirements of the Grantee and its successors, of relocating and reconveying the sanitary sewer line and appurtenances and the easement herein granted; and PROVIDED FURTHER, HOWEVER, that in the event of and upon completion of such relocation and reconveyance the rights and estate in and to the land described above and herein granted to Grantee shall revert to Grantor.

3. It is agreed: That the Grantor(s) 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 pipe line or their appurtenances.

4. It is further agreed: That in the event a building or other structure should be erected contiguous to said sewer pipe line, and within the right-of-way hereby granted, no claim for damages shall be made by the Grantor, its successors or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance of said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

REC'D JUN 10 1963

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