

GREENVILLE

Block Book Number

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

RIGHT OF WAY

1130-281

1. KNOW ALL MEN BY THESE PRESENTS: That Bowman Transportation, Inc., Atlanta, Georgia, grantor in consideration of \$1500.00, paid or to be paid by Southern Bell Telephone and Telegraph Company hereinafter called the Grantee, 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 and deed to which is recorded in the office of the R.M.C. of said State and County in Book 806 at page 337, said lands being briefly described as: Located on Woodruff Road adjacent to Power Drive with said right of way beginning at the existing manhole located 20 feet behind curb in grass area extending across the exit driveway to the side property line at Power Drive encroaching on (our) land a distance of 140 feet, more or less, and being that portion of (our) 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 on file in the office of The Metropolitan Sewer Sub District. During construction said right-of-way shall extend a total width of 31 feet, extending 12.5 feet on one side of the center line and 18.5 feet to the curb on the road side of the line.

The Grantor(s) 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, including the metropolitan sewer subdistrict, 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.

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, 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, of said pipe lines 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: Said ditch shall be thoroughly tamped and restored in satisfactory manner in asphalt driveway and grass areas as indicated on plans.

6. 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.

7. In the event plans for said sewer lines are cancelled or altered and this right-of-way is not needed, then same may be cancelled and no money shall be due the Grantors. The payment of the consideration for this right-of-way shall be made before construction commences.

IN WITNESS WHEREOF, the hand and seal of the Grantor herein has hereunto been set this 31st day of JANUARY, A.D., 1983.

Signed, sealed and delivered in the presence of:

Allen E. Hartman
as to the Grantor(s)

R. L. ...
as to the Grantor(s)

Beta ...
as to the Grantee

R. L. ...
as to the Grantee

Charles E. Kempton, Jr.
CHARLES E. KEMPTON, JR.
V.P. of Operations

Bowman Transportation, Inc. (L.S.)
GRANTOR(S)

A. M. Anseman (L.S.)
A. M. Anseman, Gen. Mgr.-
Support Services

Southern Bell Telephone &
Telegraph Co.
GRANTEE

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1130-281

1130-281

Handwritten initials