

STATE OF SOUTH CAROLINA)

RIGHT OF WAY

COUNTY OF GREENVILLE)

1. KNOW ALL MEN BY THESE PRESENTS: That South Carolina Department of Parks, Recreation and Tourism, grantor, in consideration of \$1.00, paid or to be paid by Caesars Head Water Company, Inc., hereinafter called the Grantee, do hereby grant and convey unto the said Grantee a right-of-way in and over that 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 1103 at Page 570, described as 1110 acres and 15.24 acres shown on Plat 7G, Pages 4 and 5 and encroaching on this land a distance of 1520 feet, more or less, and being that portion of said land 15 feet wide, extending 7.5 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 Caesars Head Water Company, Inc. During construction said right-of-way shall extend a total width of 30 feet, extending 15 feet on each side of the center line.

The Grantor herein by these presents warrants that there are no liens, 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 and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying 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 aid 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 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 water pipe line nor so close thereto as to impose any load thereon. The Grantee shall repair or replace any sidewalks, fences, driveways, or grassing that currently exist or may be built by the Grantor upon the right-of-way in the future.

3. It is agreed: That the Grantor may plant crops, build sidewalks, driveways, maintain fences and use this strip of land, provided: That crops shall not be planted over any water 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 water 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 water 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

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