

MAR 15 4 14 PM 1951

BOOK 430 PAGE 484

RIGHT OF WAY

State of South Carolina,
COUNTY OF GREENVILLE.

I. KNOW ALL MEN BY THESE PRESENTS: That We, Calvin L. McDowell
and Annie Belle McDowell grantor (s) in consideration of \$ 5.50
paid by Greater Greenville Sewer District Commission, a body politic under the laws of South Carolina, 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 (our) 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 296 at page 179 and
Book _____ at page _____, said lands being ~~located by the tract of~~ Lot No. 52,
Nickeltown Heights #2, Plat Book "M" at pages 4 and 5,
and being that portion of my (our) said land 55 50 feet wide, extending 55'

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 offices of Greater Greenville Sewer District Commission and recorded in the office of the R. M. C., of the above

said State and County in Plat Book _____ at page _____
The Grantor (s) herein by these presents warrants that there are no liens, mortgages, or other encumbrances to
a clear title to these lands, except as follows:

NONE

which is recorded in the office of the R. M. C., of the above said State and County in Mortgage Book _____

at page _____ and that he (she) is legally qualified and entitled to grant a right of way with respect to
the lands described herein.

The expression or designation "Grantor" wherever used herein shall be understood to include the Mortgagee,
if any there be.

2. This 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 con-
veying sanitary sewage and industrial wastes, and to make such relocations, changes, renewals, substitutions, replace-
ments 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.

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 lines or their appurtenances.

4. It Is Further Agreed: That in the event a building or other structure should be erected over sewer pipe
lines or contiguous thereto, 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:

**The right of way, of 50 feet described above, is necessary for construction
purposes, but after construction, said right of way shall be reduced to 25 feet.**

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.

IN WITNESS WHEREOF the hand and seal of the Grantor (s) herein and of the Mortgagee, if any, has here-
unto been set this 15th day of March 1951 A. D.

Signed, sealed and delivered

in the presence of:

J. W. Tuley Jr., As to the Grantor (s)
Margaret H. Ross, As to the Grantor (s)

GALVIN L. McDOWELL

BY: T. E. Christenberry
T. E. Christenberry,
Clerk of Court, Greenville County,
S.C.

_____, As to the Mortgagee
_____, As to the Mortgagee

~~ANNIE BELLE McDOWELL~~
BY: T. E. Christenberry
T. E. Christenberry, Clerk of
Court, Greenville County, S.C.

State of South Carolina,
COUNTY OF GREENVILLE.

PERSONALLY APPEARS before me the undersigned deponent, who on oath says that deponent saw the above
named Grantor(s) deliver the within written right of way, and that deponent, with _____

J. W. Tuley Jr. witnessed the execution thereof.

SWORN TO AND SUBSCRIBED before me this

the 15th day of March 1951

J. W. Tuley Jr. (Seal)
Notary Public

Margaret H. Ross
Deponent

Recorded March 15th. 1951 at 4:14 P. M. #6164