



RIGHT OF WAY

BOOK 564 PAGE 45

State of South Carolina,
COUNTY OF GREENVILLE.

OCT 24 10 41 AM 1956

1. KNOW ALL MEN BY THESE PRESENTS: That D. E. Wooten, J. J. Wooten

and H. E. Wooten grantor(s), in consideration of \$ 113.10 paid by Greater Greenville Sewer District Commission...

which is recorded in the office of the R. M. C., of said State and County in Book 447 at page 113 and Book ... at page ...

on plat of property of Marsmen, Inc. recorded in plat book 0, page 7

and encroaching on my (our) land a distance of 113.1 feet, more or less, and being that portion of (50 feet during construction only) my (our) said land 25 feet wide, extending 12-1/2 feet on each side of the center 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, 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. 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...

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...

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...

5. All other or special terms and conditions of this right of way are as follows: It is understood and agreed that the grantee herein shall at its own expense do the following things: (a) so install said sewer line by re-enforcement or otherwise so as to enable the grantor herein to use said property in connection with his business, including the movement of heavy tractors, trailers and truckover and across the property herein granted to the grantee for sewer line purposes, (b) that the grantee, during construction, and after construction, shall at its own expense move any building materials such as lumber, etc., out of its way and off of said right of way strip herein granted during

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 hereunto been set this 19 day of September 19 56 A. D.

Signed, sealed and delivered

in the presence of:

Handwritten signatures of witnesses: Charles H. Pence, Sara L. Allison

Handwritten signatures of grantors: D. E. Wooten, J. J. Wooten, H. E. Wooten

As to the Mortgagee

As to the Mortgagee

Mortgagee (Seal)

construction or any subsequent maintenance or repair. Grantor privileged to one tap-on.