161-1.1-3-43

BOOK 607 PAGE 377

# RIGHT OF WAY

## State of South Carolina,

COUNTY OF GREENVILLE,

1. KNOW ALL MEN BY THESE PRESENTS: That Kathryan J. Finley

~~and~~ grantor(~~s~~), in consideration of $ 1.00, paid by Parker Water and Sewer Sub-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 210 at page 140 and ~~Book at page~~ said lands being bounded by the lands of

and encroaching on my ~~(our)~~ land a distance of 65 feet, more or less, and being that portion of my (our) said land 25 feet wide during construction and 10 feet wide thereafter feet wide, extending feet on each side of the as same has been marked out on the ground, and being shown on a print on file in the offices of Parker Water and Sewer Sub-District Commission and on file in the R.M.C. Office

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:

Mortgage to Fidelity Federal Savings & Loan Association

which is recorded in the office of the R. M. C., of the above said State and County in Mortgage Book 673 at page 279 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 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:

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 1st day of October 1958 A. D.

Signed, sealed and delivered in the presence of:

Fred J. Finley, As to the Grantor(s) — Kathryan J. Finley (Seal)

Truman C. Smith, As to the Grantor(s) — (Seal)

Grantor(s)

[illegible], As to the Mortgagee — FIDELITY FEDERAL SAV. & LOAN ASSN.

Elizabeth Nicell, As to the Mortgagee — [illegible] (Seal)

Mortgagee

(Continued on next page)