

NOV 18 4 13 PM 1963

BOOK 736 PAGE 391



RIGHT OF WAY

State of South Carolina, COUNTY OF GREENVILLE.

1. KNOW ALL MEN BY THESE PRESENTS: That James P. Hammond

and Ella B. Hammond grantor(s), in consideration of \$ 119.00 paid by Wade Hampton Water & Sewer District Commission... Lot 9, Pine Brook Extension and part lot 4 Pinehurst addition (P 15.11-6-19) Greenville County, Greenville, South Carolina

and encroaching on my (our) land a distance of 70 feet, more or less, and being that portion of my (our) said land 25 feet wide, extending feet on each side of the center line as same has been marked out on the ground...

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:

Carolina Federal Savings and Loan Association

which is recorded in the office of the R. M. C., of the above said State and County in Mortgage Book 761 at page 406 and that they (are) 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...

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, buildings or contents thereof due to the operation or maintenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances...

5. It is further understood and agreed that upon completing the construction of the pipe lines, manholes and other adjuncts, or any relocation, change, substitution, etc., thereof, the premises shall, where possible, be restored to the condition in which it existed prior to the construction.

6. All other or special terms and conditions of this right of way are as follows: No trees to be cut on house side of Branch. It is understood and agreed that grantee shall have a forty foot construction right of way which shall be reduced to twenty-five feet upon completion.

7. 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 5th day of November 1963 A. D.

Signed, sealed and delivered in the presence of:

[Signatures of witnesses: James H. Hayes, Paul M. [unclear], W. R. [unclear], Katherine M. [unclear]]

James P. Hammond (Seal) Grantor(s)

Ella B. Hammond (Seal) Grantor

Carolina Federal Savings & Loan Association (SEAL) by W. C. [unclear] Mortgagee