

FILED
GREENVILLE CO. S.C.
SEP 13 2 12 PM 1968
CLERK OF COURTS

STATE OF SOUTH CAROLINA)

RIGHT OF WAY

COUNTY OF GREENVILLE)

THIS RIGHT OF WAY AGREEMENT made this 3^d day of September, 1968, in Greenville, South Carolina, by and between ROBERT E. DYE (hereafter called "Grantor") and INEZ S. BOLDEN (hereafter called "Grantee"), both of Greenville, South Carolina:

W I T N E S S E T H :

WHEREAS, the Grantor is the sole purchaser under contract with Lanco, Inc., Greenville, South Carolina, of Lot 13 according to plat of Green Lake Acres, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book JJJ at Page 115 and the Grantee desires to obtain an easement twenty-five feet in width for roadway purposes paralleling the southeast boundary of Lot 13 and, contiguous thereto and,

WHEREAS, all owners and parties under contract to purchase lots or parts of lots in the said Green Lake Acres have executed and delivered to the parties hereto, their written waiver and release for the violation of any protective covenant or amendment thereto applicable to the granting of such roadway,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

That, FOR VALUE RECEIVED, I, Robert E. Dye have bargained, granted and sold and do by these presents, bargain, grant and sell unto Inez S. Bolden, her heirs and assigns an easement and right of way for roadway purposes over and across that certain strip of land being twenty-five feet in width paralleling the southeast boundary of Lot 13 for the purpose of allowing the said Grantee, her heirs and assigns, ingress and egress in and to that certain tract of land abutting the southwest boundary of the Grantor's lot, it being understood that the grading, surfacing, maintenance and operation of the said easement shall be entirely at no cost or expense to the Grantor and the Grantee shall indemnify and hold the Grantor harmless from any liability by reason of the death or injury of persons or damage to property resulting in any action from the exercise of this easement; that by the acceptance of this easement, the Grantor is relieved of any responsibility to warn the Grantee, her heirs and assigns and her agents and invitees of any danger connected with the use of the said right of way.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Easement on the date first written above.

WITNESSES:

James A. McWhorter
William B. Traylor

Robert E. Dye
ROBERT E. DYE

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