JUL 2 3 44 PH '69

OLLIE FARNSWORTH
R.M.C.

497-2-7

RIGHT OF WAY

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State of South Carolina,
COUNTY OF GREENVILLE.

1. KNOW ALL MEN BY THESE PRESENTS: That Allie Inez R. Mathis

grantor(s), in consideration of $ 1.00 paid by the Town of Travelers Rest, 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 810, page 348 and Book _____, page _____, said lands being known and designated as part of R.D. Lunsford property, out of Travelers Rest High School on the southwestern side of Peterson Street, in Travelers Rest, S.C.

and shown on the Greenville County Block Book System as Sheet _____, Block _____, Lot _____ and encroaching on my (our) land a distance of _____ feet, more or less, and being forty (40) feet wide during construction and after construction, a permanent easement of twelve (12) feet wide, being located six (6) feet on each side of the center line of said sewer pipe or pipes as shown on the print on file in the offices of the Town of Travelers Rest.

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: R.D. Lunsford

which is recorded in the offices of the R.M.C. of the above said State and County in Mortgage Book 1031 at page 185 and Mortgage Book _____ at page _____ and that _____ I (we) (it) is (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 therebe.

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 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 ro the same from time to time as sais 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 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 damages 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, or any accident or mishap that might occur therein or thereto.

4. It Is Further Agreed And Understood: 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.

5. All other or special terms and conditions of this right of way are as follows: none

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 20 day of June, 1969 A.D.

Signed, sealed and delivered in the Presence of:

(1) John N. McMahan

(2) Jack L. McDonell Jr.

As to Grantor (s)

(A) _____

(B) _____

As to Mortgagee

Allie Inez R. Mathis (Seal)
Allie Inez R. Mathis (Seal)
(Seal)

Grantor (s)

R. D. Lunsford (Seal)
R.D. Lunsford (Seal)
(Seal)
(Seal)

Mortgagee (s)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) **PROBATE**

PERSONALLY appeared the undersigned witness and made oath that (s) he saw the within named Grantor (s) sign, seal and as the Grantor (s) act and deed deliver the within written Right of Way and that (s) he, with the other witness above subscribed witnessed the execution thereof.

SWORN to before me this the 20 day of June, 1969

Jack L. McDonell Jr. (LS)
Notary Public for South Carolina
My Commission Expires: 1/1/71

(1) John McMahan

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s) he saw the within named Mortgagee (s) sign, seal and as the Mortgagee (s) act and deed deliver the within written Right of Way and that (s) he, with the other witness above subscribed witnesses the execution thereof.

SWORN to before me this the _____ day of _____, 19____.

_____ (LS)
Notary Public for South Carolina
My Commission Expires:

(A) _____

Right of Way Recorded July 2, 1969 At 3:44 P.M. # 197