

SEP 23 2 27 PM '69

OLLIE FARNSWORTH  
R. M. C.

RIGHT OF WAY

No Documentary Stamps  
Required, See Affidavit  
Book 28, Page 1.

State of South Carolina,  
COUNTY OF GREENVILLE.

I, Mrs J.C. (Ola Mae) Collins

1. KNOW ALL MEN BY THESE PRESENTS: That I, Mrs J.C. (Ola Mae) Collins  
grantor(s), in consideration of \$225.00 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 573, page 270 and Book \_\_\_\_\_, page \_\_\_\_\_, said lands being known and designated as  
Apt 792 file 23 /

Parts 2 & 3 State Park Road, Hwy 253, ISABELL HAWKINS, plat G-107  
and shown on the Greenville County Block Book System as Sheet 494, Block 1, Lot 17.1 and encroaching on my  
(our) land a distance of 121.9 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 plat  
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: none

which is recorded in the offices of the R.M.C. of the above said State and County in Mortgage Book \_\_\_\_\_ at page \_\_\_\_\_ 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 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 ex-  
ercise 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 17 day  
of September, 19 69 A.D.

Signed, sealed and delivered in the  
Presence of:

(1) Kenneth L. Porter  
(2) Charles Dilleger  
As to Grantor (s)

Mrs. J.C. (Ola Mae) Collins (Seal)  
Mrs. J.C. (Ola Mae) Collins (Seal)

Grantor (s)

(A) \_\_\_\_\_

(B) \_\_\_\_\_

As to Mortgagee

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 execu-  
tion thereof.

SWORN to before me this the 17 )  
day of September, 19 69 )  
Kenneth L. Porter (LS)  
Notary Public for South Carolina  
My Commission Expires: 1-1-71

Charles Dilleger

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)

(A) \_\_\_\_\_

Notary Public for South Carolina  
My Commission Expires: