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OLLIE FARNSWORTH

STATE OF SOUTH CAROLINA ) R.M.C.

RIGHT OF WAY

COUNTY OF GREENVILLE )

1. KNOW ALL MEN BY THESE PRESENTS: That COLONIAL COMPANY, INC., Grantor, in consideration of One Dollar paid by Berea Public Service District Commission, a body politic under the laws of the State of South Carolina, hereinafter called the Grantee, receipt of which is hereby acknowledged does hereby grant and convey unto the said Grantee all sanitary sewer pipe, manholes, equipment and appurtenances thereto situate, lying and being within Section Two of Cedar Vale Subdivision, in the County of Greenville, State of South Carolina and in addition thereto does hereby grant and convey unto the said Grantee a right of way in and over its tract of land, said right of way being twenty-five (25') feet wide except as otherwise designated. Said sanitary sewer pipes and right of way being more particularly described by reference to a Plat of Section Two of Cedar Vale dated December 10, 1969 prepared by Piedmont Engineers and Architects, a copy of said Plat to be recorded in the R.M.C. Office for Greenville County, South Carolina.

The Grantor herein by these presents warrants that there are no liens, mortgages or other encumbrances to a clear title to these lands and that it is legally qualified and entitled to grant a right of way and to convey said sewer pipes and manholes, equipment and appurtenances with respect to the land described herein.

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 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 lines 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, its 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.

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