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STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY  
R.M.C.

RIGHT OF WAY Vol 1001 Page 477

I KNOW ALL MEN BY THESE PRESENTS: That Huntington Park Associates a XXXX

South Carolina Partnership

, grantor (s), in consideration of \$ 1.00 and OGVC , paid or to be paid by Metropolitan Sewer Subdistrict, hereinafter called the Grantee, 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 988 at Page 761 and Book \_\_\_\_\_ at Page \_\_\_\_\_.

said lands being briefly described as: All that tract of land shown on plat recorded in said RMC office in Book 46, Page 171 & Book HW, page 305, bounded by Roper Mountain Road on the East, Oak Grove Lake Road on the North, Highway I-185 on the South,

and encroaching on my (our) land a distance of 1812 feet, more or less, and being that portion of my (our) said land 25 feet wide, extending 12+1/2 feet on each side of the center line as same has been marked out on the ground, and being shown on a print on file in the office of the Metropolitan Sewer Subdistrict. During construction said right-of-way shall extend a total width of 40 feet, extending 20 feet on each side of the center line.

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: Mortgage to Kimbrough Kavanaugh Associates, Inc., shown in M.B. 1295, Page 185, assigned to Commerce Union Bank shown in M.B. 1297, page 801 RMC office for Greenville County and Mechanics Lien filed by Certified Mail on 1/4/74 in amount of \$9491.93 by Piedmont Engineers, which is recorded in the office of the R.M.C. of the above said State and County in Mortgage Book \_\_\_\_\_ at Page \_\_\_\_\_ and that he (she) is 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 ~~to be necessary~~ 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 ~~desirable~~ desirable; the right at all times to cut away and keep clear of said pipe lines any and all vegetation that might, ~~endanger or injure~~ 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 ~~within the boundaries of the Right of Way herein granted.~~

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; ~~within the boundaries of the Right of Way herein granted.~~

5. All other or special terms and conditions of this right-of-way are as follows:

NONE

~~within the boundaries of the Right of Way herein granted.~~

7. In the event plans for said sewer lines are cancelled or altered and this right-of-way is not needed, then same may be cancelled and no money shall be due the Grantors. The payment of the consideration for this right-of-way shall be made before construction commences.

IN WITNESS WHEREOF, the hand and seal of the Grantor (s) herein and of the Mortgagee, if any, has hereunto been set this 10th day of April, A. D., 19 74

Signed, sealed and delivered in the presence of:

Robert D. Howell  
as to the Grantor(s)  
Jean B. Bennett  
as to the Grantor(s)

\_\_\_\_\_  
as to the Mortgagee  
\_\_\_\_\_  
as to the Mortgagee

HUNTINGTON PARK ASSOCIATES

BY: [Signature]

[Signature]  
[Signature]  
PARTNERS (L.S.)  
GRANTOR(S) (L.S.)

\_\_\_\_\_  
MORTGAGEE (L.S.)

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