

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

RIGHT OF WAY

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1. KNOW ALL MEN BY THESE PRESENTS: That JAMES W. BOLT (the "Grantor"), in consideration of the purchase from me by SOBANCO PROPERTIES, INC. (the "Grantee") of certain lands described in deed of even date herewith to be served by the within right of way, do hereby grant and convey unto the said Grantee a right of way in and over my tract of land situate in the above State and County and deed to which is recorded in the office of the RMC of said State and County in Book 335 at Page 132 and encroaching on my land a distance of 563 feet, more or less, and being that portion of my said land 25 feet wide, extending 12-1/2 feet on each side of the center line as same is more fully shown on a plat of Sanitary Sewer Easement, J. W. Bolt, et al, made by Dalton & Neves Co., Engineers, dated September, 1979 and recorded in the RMC Office for Greenville County, S.C. in Plat Book 7-9, Page 23. 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 herein by these presents warrants that there are no liens, mortgages, or other encumbrances to a clear title to these lands and that he is legally qualified and entitled to grant a right of way with respect to the lands 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 the 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 line 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, his 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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