

GREENVILLE CO. S.C.
 FILED
 OCT 22 10 58 AM '79
 DONNIE GREENVILLE
 R.M.C. WALKERSLEY

RIGHT OF WAY

VOL 1114 PAGE 631

STATE OF SOUTH CAROLINA Greenville County Block Book Designation as of:
 COUNTY OF GREENVILLE District Sheet 247 Block 2 Lot 6

1. I KNOW ALL MEN BY THESE PRESENTS: That Mable R. Spelts (Life Estate)
 and Doris V. Carr and C.L. Spelts, grantor(s), in consideration of \$ 200.00
 paid by the Western Carolina Regional Sewer Authority, 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 767 at Page 416 and Book 960, File 11 at page 11 Probate Court.
 encroaching on my (our) land a distance of 200 feet, more or less, and being on 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 offices of the Western Carolina Regional Sewer Authority, includ-
 ing 50 feet wide, 25 feet on each side during construction.

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:

_____ 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 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 inter-
 fere 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(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; 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 mainte-
 nance, or said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

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

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 11 day of October, 19 79 A.D.

SIGNED, sealed and delivered in the presence of:

Mable R. Spelts, As to the Grantor(s) x Mable R. Spelts (SEAL)
Doris V. Carr, As to the Grantor(s) x Doris V. Carr (SEAL)
 _____, As to the Mortgagee x C.L. Spelts (SEAL)
 _____, As to the Mortgagee _____ (SEAL)

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