

FILED 10 S.C.
10 22 AM '80

RIGHT OF WAY

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE DISTRICT
Greenville County Block Book Designation as of:
Sheet 500.1, Block 1, Lot 2

I. KNOW ALL MEN BY THESE PRESENTS: That Flarzelle H. McAlister \$1. and other
~~and~~ Kate M. Briggs, and Rita McAlister, grantor(s), in consideration of \$ considerations
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 Ap 6 1358 at Page file 15 and Book Ap 767 at page file 13
encroaching on my (our) land a distance of 931 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:

Grantor has permission to connect into the sewer line at a
manhole without charge. Trees will be left along right of
way for grantor. All debris will be cleaned up.

*IT IS UNDERSTOOD AND AGREED THAT 25% OF THE TOTAL CONSIDERATION
WILL BE PAID TO THESE THREE GRANTORS*

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 15 day of Nov, 19 80 A.D.

SIGNED, sealed and delivered in the presence of:

Louis D. Keith, As to the Grantor(s) Flarizell McAlister (SEAL)
Louis D. Keith, As to the Grantor(s) Rita McAlister (SEAL)
Mary W. Bondurant, As to the Grantor Kate M. Briggs (SEAL)
_____, As to the Mortgagee _____ (SEAL)

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