

CR: 10-25-50 S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

RIGHT OF WAY

I KNOW ALL MEN BY THESE PRESENTS THAT

Douglas R. Packard

valuable consid-
eration

Virginia C. Packard grants to, in consideration of \$ 10.00 and other 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 (st) 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 1059 at Page 237 and Book _____ at Page _____ and lands being briefly described as Lot 15, Pelham Estates, Section III

and encroaching on my (our) land a distance of 160 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 None

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 repairs, alterations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable, the grantor (s) hereby waives and keeps clear of said pipe lines 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 thereon, nor shall any other structure be so close thereto as to impose any load thereon.

3 It is agreed that the Grantee (s) may plant crops, maintain fences and use this strip of land, provided that crops shall not be planted over any sewer pipes, manholes or other appurtenances, and that the use of said strip of land by the Grantee (s) shall not interfere or conflict with the use of said strip of land by the Grantee for the purpose of conveying sanitary sewage and industrial wastes, and that the use of said strip of land shall be made of the said strip of land that would, in the opinion of the Grantee, be the most advantageous for the use of the sewer pipe line or their appurtenances.

4 It is further agreed that in the event of a change in the location of any sewer pipe line or other appurtenance, the Grantee (s) shall be liable for the damages that might occur to such structure, building or contents thereof, in the operation, use, maintenance, or replacement of sewer pipe line or their appurtenances, or any other structure thereon, or to any other structure thereon.

5 As a matter of special terms and conditions of the grant hereby made, it is understood and agreed that the right of way herein granted is in lieu of that right of way previously acquired by the grantee from the grantors by way of eminent domain proceedings on file in the Office of the Clerk of Court for Greenville County which proceedings are being dismissed by Order of the Court of Common Pleas for Greenville County, S. C. The right of way herein conveyed is more particularly described according to Exhibit A attached hereto and recorded herewith.

6 The payment of the cost of the right of way hereby granted shall be the responsibility of the Grantee, and the damages of what extent shall be determined by law.

7 In the event any of the said sewer pipes, manholes or other appurtenances shall be damaged, then same may be repaired and the money shall be for the Grantee (s) the payment of the cost of the right of way shall be made before construction commences.

IN WITNESS WHEREOF, the grantor (s) and I, the Mortgagee, if any, has hereunto been set my hand and seal of office this 23rd day of December 1950.

Notary Public for the State of South Carolina

Helen Lee Carter
Clark W. Jeffery
Notary Public

Douglas R. Packard
Virginia C. Packard
GRANTORS

By the Mortgagee

By the Mortgagee

MORTGAGEE

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