

1147-569

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

RIGHT OF WAY
Block Book # 534.2-1-22

KNOW ALL MEN BY THESE PRESENTS: That James A. K. Roper, Grantor, in consideration of \$2,500.00 paid by Mae Belle Esco Fant and Janice Fant Gilmore, hereinafter called the Grantees, receipt of which is hereby acknowledged, do hereby grant and convey unto the said Grantees, their heirs and assigns, a right of way in and over my tract of land situate in the above State and County, the Deed to which is recorded in the Office of the R.M.C. for said State and County in Deed Book 552 at page 65, encroaching on my land for a distance of 180 feet, more or less and being on that portion of my land 25 feet wide, extending 12.5 feet on each side of the center line as has been marked out on the ground and shown on a plat of James A. K. Roper, compiled by Freeland & Associates, dated April 24, 1981, and recorded in Plat Book PN at page 31.

The purpose of this right of way is to allow the installation of a sewer line which will connect onto an existing line presently crossing my property.

It is understood and agreed that a 25 foot temporary construction easement on each side of the center line of the right of way described above is herein granted.

The right of way is to and does convey to the grantees, their heirs 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 grantees to be necessary for the purpose of conveying sanitary sewage and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said grantees 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 grantees, endanger or injure the pipe lines or their appurtenances, or interfere with their property 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 grantees 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 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.

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 grantees, interfere or conflict with the use of said strip of land by the grantees 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 grantees, injure, endanger or render inaccessible the sewer pipe line or their appurtenances.

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, or said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

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