FILED
GREENVILLE CO. S. C.
NOV 20 AM '81
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1159 PAGE 9

STATE OF SOUTH CAROLINA)
) RIGHT OF WAY
COUNTY OF GREENVILLE)

1. KNOW ALL MEN BY THESE PRESENTS: That PHYLLIS S. HENRY and JERRY W. HENRY, grantors, in consideration of One Thousand and No/100 Dollars ($1,000.00), paid or to be paid by DEVENGER PROPERTY ASSOCIATES, hereinafter called the Grantee, do hereby grant and convey unto the said Grantee a right of way in and over our tract 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 1137, at page 135, said lands being briefly described as: Lot 71 of Westminster Village, Section I, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 5-P, at page 40, and encroaching on our land a distance of 190.18 feet, more or less, and being that portion of our said land 20 feet wide, with said right of way shown on plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-W at page 59.

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 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 Granors 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 Grantors, their 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.

5. The payment and privileges above specified are hereby accepted in full settlement of all present claims and damages of whatever nature for said right of way (but NOT AS TO POSSIBLE FUTURE CLAIMS).

IN WITNESS WHEREOF, the hand and seal of the Grantors herein has hereunto been set this 5th day of November A. D., 1981.

Signed, Sealed and Delivered
in the presence of:

Leah Lodge
Elizabeth B. Johnson

Phyllis S. Henry (SEAL)
Jerry W. Henry (SEAL)
GRANTORS

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