

RIGHT OF WAY

STATE OF SOUTH CAROLINA) Greenville County Block Book Designation
COUNTY OF GREENVILLE) District , Sheet , Block , lot

COUNTY OF LAURENS) Laurens County Block Book Designation
District , Sheet 92 , Block , Lot 1

CONVEYANCE

1. KNOW ALL MEN BY THESE PRESENTS: That Thomas W. Edwards, Jr. and Mary Lang Edwards, grantors, in consideration of \$2,658.00 paid by 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 our tracts of land situate in the above State and Counties and deeds to which are recorded in the office of the R.M.C. of Greenville County in Deed Book 1151 a page 689; Deed Book 1149 at page 382; Deed Book 1148 at page 714; and Deed Book 1140 at page 793. Deeds to this tract of land are also recorded in the Office of the Clerk of Court for Laurens County in Deed Book 225 at page 592; Deed Book 225 at page 353; Deed Book 225 at page 229; and Deed Book 224 at page 246. This right of way encroaches on our land a distance of 2,658.00 feet, more or less. The right of way is as shown on plat prepared by T. H. Walker, Jr. dated July 19, 1980, entitled "Property of Thomas W. Edwards" containing 96.24 total acres, recorded in the RMC Office for Greenville County in Plat Book 10-2 at page 23, and as shown on plat recorded in the Clerk of Court's Office for Laurens County in Plat Book at page . The right of way is 50 feet wide, including a permanent right of way 25 feet wide. The location of the center of the line is as shown on the above referenced plat.

The Grantors by these presents warrant that there are no liens, mortgages or other encumbrances to a clear title to these lands, and they are 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 line, 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 line any and all vegetation that might, in the opinion of the grantee, endanger or injure the pipe line or its appurtenances, or interfere with its 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 grantors 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 its 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 and 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 line or its appurtenances, or any accident or mishap that might occur therein or thereto.

5. All other special terms and conditions of this right of way are as follows: Grantors reserve the right to tap on to any and all manholes on the property at grantors' expense. Said tap shall be done in a manner approved by the grantee.

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 Grantors herein and of the Mortgagee, if any, has hereunto been set this the 16th day of Oct. 1984, A.D.

SIGNED, sealed and delivered in the presence of:

Julia J. Branch
(As to Thomas W. Edwards, Jr.)
Thomas W. Edwards, Jr.
(As to Mary Lang Edwards)

Thomas W. Edwards, Jr.
Mary Lang Edwards

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