

650-517

FILED
GREENVILLE CO. S.C.

239-7626
NELSON

BOOK 829 PAGE 165

State of South Carolina,
COUNTY OF GREENVILLE

SEP 22 2 42 PM 1967

RIGHT OF WAY

No Documentary Stamps
Paid
L.

I, KNOW ALL MEN BY THESE PRESENTS: That James A. Brown

and Grantor(s), in consideration of \$1725.00
paid by Berea Public Service District Commission, 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 Deed Book 599 at page 70

and Book _____ at page _____, and encroaching on my(our) land a distance of 1725

feet, more or less, and being that portion of my(our) said land 40 feet wide during construction and

25 feet wide thereafter as same has been marked out on the ground, and being shown on a print on
file in the offices of Berea Public Service District Commission and on file in the R. M. C. Office in Plat Book

_____ at page _____

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 the following: Mortgage held by First Federal Savings

and Loan Association dated April 30, 1959, recorded in Mortgage Book 784, at Page 464

and mortgage held by Motor Contract Company of Greenville, Inc., dated November 20, 1964

which is recorded in the office of the R. M. C. of the above said State and County in Mortgage Book 979

at Page 149 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 Mort-
gagee, 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 desir-
able; 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 Grantor(s) may plant crops, maintain fences and use this strip of land, provid-
ed: 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(s) 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 lines 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(s), 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, of 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:

**It is understood and agreed that the grantor shall have the right
to tap on to the sewer line on his property, in a manner approved by
the grantee, at a cost to the grantor of \$20.00 per tap.**

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(s) and seal(s) of the Grantor(s) herein and of the Mortgagee, if
any, has hereunto been set this 19th day of SEPT. 1967, ~~1965~~

In the presence of:

Paul E. Rowley

Walter H. Nelson

As to Grantor(s)

Walter H. Nelson

James I. Smith

As to Mortgagee

First Federal Savings and Loan Association

Walter H. Nelson

Walter H. Nelson

As to Motor Contract Company of Greenville, Inc.

(CONTINUED ON NEXT PAGE)

James A. Brown (SEAL)

Grantor(s)
First Federal Savings and Loan Association
By: Walter H. Nelson (SEAL)

Mortgagee
Motor Contract Company of Greenville, Inc.
By: Walter H. Nelson (Seal)
Mortgagee

908 SEP 22 1967

B8.2-1-17.1