

FILED  
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DORRIS S. TANKERSLEY  
R.M.C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RIGHT OF WAY

M9.2 - 1 - 5.5

1. KNOW ALL MEN BY THESE PRESENTS: That Walter W. Goldsmith,  
~~and~~ as Trustee grantor(s), in consideration of  
\$ 308.00, paid by City of Mauldin, a municipal corporation, 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 Book 801 at Page 289 and Book \_\_\_\_\_ at Page  
\_\_\_\_\_, said lands being ~~bounded by the lands of~~ 5.24 acres on  
Old Mill Road

and encroaching on my (our) land a distance of 308 feet, more or less,  
and being that portion of my (our) said land 25 feet wide, extending  
12.5 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 offices of the  
City of Mauldin. 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, ex-  
cept as follows:

Mortgage in favor of Prudential Insurance Company of America, dated 9/21/67  
which is recorded in the office of the R.M.C. of the above said State and  
County in Mortgage Book 1070 at Page 578 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 relocations, changes, renewals, substitu-  
tions, 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 grantor(s) 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 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,  
of said pipe lines or their appurtenances, or any accident or mishap that  
might occur therein or thereto.