

JAN 28 4 04 PM '76

DONNIE S. TANKERSLEY
R.M.C.

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

1. KNOW ALL MEN BY THESE PRESENTS: That Edmund L. Potter and J. Cooper Shackelford, grantors, for and in consideration to Ten (\$10.00) Dollars/and the mutual covenants contained herein, receipt of which is hereby acknowledged do hereby grant and convey unto the Board of Stewardship of the Associate Reformed Presbyterian Church, an eleemosynary corporation organized under the laws of the State of South Carolina, grantee, a right of way over our tract of land situate in the above state and deed to which is recorded in the office of the RMC for Greenville County, South Carolina, in Deed Book 964 at Page 230 and also being designated by the Block Book Department of Greenville County as 284 -1 - 8.2 and 8.

2. The said right of way shall be twenty five (25) feet in width and shall be twelve and one-half (12½) feet on each side of the following described center line:

BEGINNING at a point on the southwesterly side of a tract of land heretofore conveyed by the grantors herein to the grantee herein, said point being S 36-52 E 184 feet from the westerly corner of the aforesaid tract heretofore conveyed by the parties herein and running thence S 46-14 W 150.84 feet, turning and running thence S 21-14 W 228.71 feet to the right of way of U. S. Highway I-385.

3. Said right of way shall be subject to all rights-of-way, easements, etc. of record.

4. 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 exercise any or all of same. No building shall be erected over said sewer pipe line nor so close thereto as to impose any dangerous loan thereon.

5. 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 purpose 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.

It is expressly understood and agreed that grantee will install any and all sewer pipelines in this right of way at a depth which will permit grantors to safely establish a roadway over and across said pipelines without danger to said roadway or to the pipelines.