800K 824 PAGE 491

State of South Carolina, COUNTY OF GREENVILLE

JUL 31 2 04 PM 1967

OLLIE FA-NSWERTH OF WAY

No Documentary Stamps Required, See Affidavit Book 28, Page 1

 KNOW ALL MEN BY THESE PRESENTS: That 	Clarence W. Barbrey
and Mary Sue Barbrey paid by the Town of Mauldin, a municipal corporation called the Grantee, receipt of which is hereby acknowledged, oright of way in and over my (our) tract(s) of land situated	no nereny grant and convey unto the said Gianice a
is recorded in the office of the R. M. C. of said State and Co	ounty in Deed Book <u>594</u> at page <u>353</u>
AND BOOK XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	hing on my(our) land a distance of 330.
feet, more or less, and being that portion of my(our) said la	andfeet wide during construction and
file in the offices of the Clerk of the Town of Mauldin	out on the ground, and being shown on a print on and on file in the R. M. C. Office in Plat Book
at page The Grantor(s) herein by these presents warrants that the a clear title to these lands, except the following:	
Fountain Inn Federal Savings and Loan Assoc	•
which is recorded in the office of the R. M. C. of the above s	aid State and County in Mortgage Book 740
at Page 482 and that he(she) is legally qualified an	
the lands described herein. The expression or designation "Grantor" wherever use	d 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 Gright and privilege of entering the aforesaid strip of land, ar limits of same, pipe lines, manholes, and any other adjunct purpose of conveying sanitary sewage and industrial wastes, substitutions, replacements and additions of or to the same sirable; the right at all times to cut away and keep clear of in the opinion of the Grantee, endanger or injure the pipe proper operation or maintenance; the right of ingress to and ferred to above for the purpose of exercising the rights he Grantee to exercise any of the rights herein granted shall not right thereafter at any time and from time to time to exercise over said sewer pipe line nor so close thereto as to impose. 3. It is Agreed: That the Grantor(s) may plant crops, ed: That crops shall not be planted over any sewer pipes whiches under the surface of the ground; that the use of said sopinion of the Grantee, interfere or conflict with the use of herein mentioned, and that no use shall be made of the said Grantee, injure, endanger or render inaccessible the sewer. 4. It is Further Agreed: That in the event a building to said sewer pipe line, no claim for damages shall be made or account of any damage that might occur to such structur or maintenance, or negligences of operation or maintenance, accident or mishap that might occur therein or thereto. 5. All other or special terms and conditions of this right of the property	nd to construct, maintain and operate within the sedemed by the Grantee to be necessary for the and to make such relocations, changes, renewals, from time to time as said Grantee may deem defisaid pipe lines any and all vegetation that might, incs or their appurtenances, or interfere with their egress from said strip of land across the land reserving granted; provided that the failure of the construed as a waiver or abandonment of the any or all of same. No building shall be erected any load thereon. In maintain fences and use this strip of land, providence the tops of the pipes are less than eighteen (18) strip of land by the Grantor(s) shall not, in the said strip of land by the Grantee for the purposes d strip of land that would, in the opinion of the pipe lines or their appurtenances. In or other structure should be erected contiguous de by the Grantor(s), their heirs or assigns, re, building or contents thereof due to the operation of said pipe lines or their appurtenances, or any
6. The payment and privileges above specified are he	ereby accented 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 hereune been set this day or	Planence W. Barbuy (SEAL)
In the presence of:	May Suc Barbuy (SEAL)
	FOUNTAIN INN FEDERAL SAVINGS &
As to Grantor(s)	LOAN ASSOCIATION (SEAL)
Travers & Butter	By Mortgagee Exec. Vice President
C. How Sally	· Junior of
As to Mortgage	- .