

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
CO. S. C.

APR 13 AM '80

RIGHT OF WAY BOOK 1124 PAGE 273

I, DONN W. WILKERSLEY
KNOW ALL MEN BY THESE PRESENTS: That DIXIE ANN CELY and DON B. CELY and

grantor (s), in consideration of \$ 1.00, paid or to be paid by Metropolitan Sewer Subdistrict, hereinafter called the Grantee, 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 See Apt. 1262, File 16 Gvl Co Prob. Ct. at Page 74 and Book _____ at Page _____, the office of the R.M.C. of said State and County in Book _____ at Page _____

said lands being briefly described as: Lot at corner of Commercial Drive and Industrial Drive, shown on plat recorded in Plat Book _____ at page _____, RMC, Gvl.

and encroaching on my (our) land a distance of 140.03 feet, more or less, and being that portion of my (our) said land 10 feet wide, extending 10 feet on ~~the~~ northern side of the center line as same has been marked out on the ground, and being shown on a print on file in the office of the Metropolitan Sewer Subdistrict. During construction said right-of-way shall extend a total width of 10 feet, extending 10 feet on ~~the~~ northern 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, except as follows: none

which is recorded in the office of the R.M.C. of the above said State and County in Mortgage Book _____ at Page _____ 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, 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 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.

5. All other or special terms and conditions of this right-of-way are as follows: It is understood that the subject right of way shall not extend onto the grantors' property beyond the alley, as shown on the aforementioned recorded plat, and that grantors shall have the right to build to the edge of the 20-foot alley, as shown on the recorded plat.

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.

7. In the event plans for said sewer lines are cancelled or altered and this right-of-way is not needed, then same may be cancelled and no money shall be due the Grantors. The payment of the consideration for this right-of-way shall be made before construction commences.

IN WITNESS WHEREOF, the hand and seal of the Grantor (s) herein and of the Mortgagee, if any, has hereunto been set this 2 day of April, A.D. 19 80. All conditions & covenants in this right of way shall inure to the benefit of & shall be binding upon the parties hereto, and their heirs, executors, administrators, assigns & successors.
Signed, sealed and delivered in the presence of:

Cindy Smith
as to the Grantor(s) DIXIE ANN CELY
Sherida Smith
as to the Grantor(s) DIXIE ANN CELY

Gabri P. Taylor
as to the Mortgagee DON B. CELY
Donald R. Taylor
as to the Mortgagee DON B. CELY

Dixie Ann Cely (L.S.)
Dixie Ann Cely
Don B. Cely (L.S.)
GRANTOR(S) Don B. Cely

(L.S.)
MORTGAGEE JPT

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