

4912-9

RIGHT OF WAY

FILED GREENVILLE CO. S. C.

FEB 4 9 01 AM 1969

OLLIE TAYLOR NORTH

State of South Carolina, COUNTY OF GREENVILLE.

1. KNOW ALL MEN BY THESE PRESENTS: That Larry R. Flinkingshelt

grantor(s), in consideration of \$100 paid by the Town of Travelers Rest... Lot 71-Forrest Drive

and shown on the Greenville County Block Book System as Sheet 491 Block 2 Lot 9 and encroaching on my (our) land a distance of ... feet, more or less...

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: Citizens Lumber Company in the sum of \$5,000.00

which is recorded in the offices of the R.M.C. of the above said State and County in Mortgage Book 586 at page 335 and Mortgage Book ... at page ... and that I (we) (it) is (are) 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 therebe.

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 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...

3. It is 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 damages that might occur to such structure, buildings 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.

4. It is Further Agreed And Understood: That upon completing the construction of the pipe lines, manholes and other adjuncts, or any relocation, change, substitution, etc., thereof, the premises shall, where possible, be restored to the condition in which it existed prior to the construction.

5. All other or special terms and conditions of this right of way are as follows:

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 and seal of the Grantor (s) herein and of the Mortgagee, if any, has hereunto been set this 29 day of January, 1969 A.D.

Signed, sealed and delivered in the Presence of:

(1) Hazel Cantrell
(2) John P. McDaniel Jr.
As to Grantor (s)

Larry R. Flinkingshelt (Seal)
Citizens Lumber Company (Seal)
By: Thomas D. Roe, Jr. (Seal)

(A) James C. Holder
(B) Nancy C. Hill

As to Mortgagee

Mortgagee (s)

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s) he saw the within named Grantor (s) sign, seal and as the Grantor (s) act and deed deliver the within written Right of Way and that (s) he, with the other witness above subscribed witnessed the execution thereof.

SWORN to before me this the 29 day of January, 1969. John P. McDaniel Jr. (LS) Notary Public for South Carolina My Commission Expires: 11/1/71

(1) Hazel Cantrell

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PERSONALLY appeared the undersigned witness and made oath that (s) he saw the within named Mortgagee (s) sign, seal and as the Mortgagee (s) act and deed deliver the within written Right of Way and that (s) he, with the other witness above subscribed witnesses the execution thereof.

SWORN to before me this the 31st day of January, 1969. James C. Holder (LS) Notary Public for South Carolina My Commission Expires: 1-1-70

(A) Nancy C. Hill