

State of South Carolina,
COUNTY OF GREENVILLE

REC'D
S. C.
1979
MORTGAGE

VOL 1114 PAGE 385

RIGHT OF WAY

I. KNOW ALL MEN BY THESE PRESENTS: That BURGER KING CORPORATION, A Florida
corporation Grantor(s), in consideration of \$ 1.00
paid by the Town 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 Deed Book _____ at page _____
and Book _____ at page _____, and encroaching on my(our) land a distance of 150
feet, more or less, and being that portion of my(our) said land n/a feet wide during construction and
from the center of the sewer line
12 1/2 feet wide thereafter as same has been marked out on the ground, and being shown on a print on
file in the offices of the Clerk of the Town of Mauldin and on file in the R. M. C. Office in Plat Book
_____ at page _____

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 the following:
NONE

which is recorded in the office of the R. M. C. of the above said State and County in Mortgage Book n/a
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 Mort-
gagee, 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, under ground 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 de-
sirable; 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 re-
ferred 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, provid-
ed: 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(s) 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 lines 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(s), its 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:
In accord with Paragraph #3 herein, Grantor retains the right to landscape this strip
of land so long as such landscaping shall not interfere with Grantee's purposes herein
and Grantor shall have the right of ingress to and egress from said strip for the pur-
pose of conducting its business, and the right to pave said strip and utilize same
for parking purposes.

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(s) and seal(s) of the Grantor(s) herein and of the Mortgagee, if
any, has hereunto been set this 17 day of October, ~~1988~~ 1979.

In the presence of:
Patricia Ben
Jean Redinger
As to Grantor(s)

BURGER KING CORPORATION, A (SEAL)
Florida Corporation (SEAL)
Grantor(s)

By: [Signature] (SEAL)
Vice President

Attest: [Signature] (SEAL)
Assistant Secretary

LHB: pb
10/17/79
A-3608L

As to Mortgagee

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