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530.4-1-4  
Block Book Number

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

WALTERSLEY  
R.M.C.

RIGHT OF WAY

I KNOW ALL MEN BY THESE PRESENTS, that **T. WALTER BRASHIER** and

Grantor, in consideration of \$1.00, do hereby grant and convey unto the said 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 the office of the R.M.C. of said State and County in Book **1021** at Page **752** and Book **991** at Page **377**

said lands being briefly described as **5.49 acre tract and 75.27 acre tract on the eastern side of Brushy Creek Road near the Enoree River in Greenville County, South Carolina,**

and encroaching on my (our) land a distance of **625** feet, more or less, and being that portion of my (our) said land **25** feet wide, extending **124** feet on each 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, ~~having a certain line said together with the existing sewer line hereinafter described.~~

The Grantor is herein by these presents warrants that there are no liens, mortgages, or other encumbrances to a clear title to these lands, except as follows: **Mortgage held by First Federal Savings & Loan Association of Greenville, recorded in Mortgage Book 1464, Page 919,**

which is recorded in the office of the R.M.C. of the above said State and County ~~Mortgage Book 1464, Page 919~~ 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.

1. 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 appurtenances deemed by the Grantee to be necessary for the purpose of conveying sanitary sewage and industrial wastes, and to make such repairs, improvements, alterations, 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, trim and keep clear of said pipe lines any and all vegetation that might, in the opinion of the Grantee, encumber or impede 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, or any other pipe line or structure thereon, as to impose any load thereon.

2. It is agreed that the Grantee, its successors and assigns shall use this strip of land, provided that crops shall not be planted over any sewer pipes where the top 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 Grantee, its successors and assigns, shall not interfere or conflict with the use of said strip of land by the Grantor 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 Grantor, encumber or impede the sewer pipe line or their appurtenances.

3. It is further agreed that in the event any building or other structure shall be erected on or over said sewer pipe line, no claim for damages shall be made by the Grantor, its successors and assigns, in respect of any damage that might occur to such structure, building or contents thereof, due to the operation or maintenance, or negligence, or operation or maintenance, of said pipe lines or their appurtenances, or any other pipe line or structure that might occur thereon or thereat.

4. All other covenants and conditions of the right of way are as follows:

This conveyance includes the existing sewer lines, pipes, manholes, valves, and all other mechanical parts and equipment appurtenant thereto located within said right of way and shown on plat entitled "R/W Plat for Batesville Road Sewer Line" dated April 27, 1979 by C. O. Riddle, recorded in Plat Book **3-1**, Page **64**.

5. The payment of a price hereof is expressed as herein, and the payment of all taxes and damages of what ever nature for said strip of way.

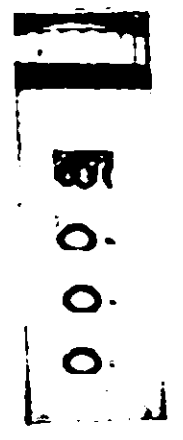
6. In the event parts of the said strip of way are not needed or altered as to the right of way is not needed, then same may be conveyed and any money shall be due the Grantee, the payment of the consideration for the right of way shall be made before construction commences.

IN WITNESS WHEREOF, the hand and seal of the Grantor, as herein and of the Mortgagee, if any, has hereunto been set this **10th** day of **February**, A.D. 19**81**.

GRANTOR  
FEB 10 1981 10:24

Seal, signed and delivered  
in the presence of  
*[Signature]*  
to the Grantee  
*[Signature]*  
to the Mortgagee

*[Signature]* U.S.  
T. Walter Brashier U.S.  
GRANTOR  
FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF GREENVILLE  
By: *[Signature]* U.S.  
MORTGAGEE  
*[Signature]*



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