

OCT 7 4 25 PM '82
DONNIE TANKERSLEY
R.M.C.

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) RIGHT OF WAY TO BEE INVESTMENTS

1. KNOW ALL MEN BY THESE PRESENTS: That MARTHA T. SCURGGS, Grantor in consideration of \$1.00 and the exchange of easements paid by Bee Investments, 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 tract of land situate in the above State and County and deed to which is recorded in the RMC Office of said State and County in Deed Book 1038 at Page 311, and encroaching on my land at a point 230 feet from the back joint corner of the property of Grantor and Grantee and running to a point in the rear line of Grantor's property approximately 300 feet from the aforementioned joint corner. Said point is defined by a manhole. Said right of way shall be 25 feet during construction and shall reduce to a 12 foot permanent right of way.

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 property 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 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 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 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. 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.

6. The Grantor has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the Grantee, its successors and assigns, forever the property described herein and the Grantor further does hereby bind its heirs, successors, executors and administrators to warrant and defend all and singular said premises to the Grantee, the Grantee's successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the hand and seal of the Grantor herein and of the Mortgagee, if any, has hereunto been set this 6th day of October, 1982.

IN THE PRESENCE OF:

Steve H. Scroggs
Paul F. Baber

Martha T. Scroggs (SEAL)
Martha T. Scroggs

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned who being duly sworn states that (s)he saw the within named Grantor sign, seal and as her act and deed, deliver the within Right of Way, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 5 day
of October, 1982.

Paul F. Baber (SEAL)
Notary Public for South Carolina My Commission Expires:

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Recorded October 7, 1982 at 4:25 P.M.

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