P2-1-45

Block Book Number

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RIGHT OF WAY

I, KNOW ALL MEN BY THESE PRESENTS: That Charles W. Childers, Jr. 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 the office of the R.M.C. of said State and County in Book 912 at Page 543 and Book _____ at Page _____.

said lands being briefly described as: Lot 24, Hack Property

and encroaching on my (our) land a distance of 125 feet, more or less, and being that portion of my (our) said land 25 feet wide, extending 12 1/2 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. During construction said right of way shall extend a total width of 40 feet, extending 20 feet on each 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: Mortgage to Collateral Investment Company

which is recorded in the office of the R.M.C. of the above said State and County in Mortgage Book 1059 at Page 523 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 impossible the sewer pipe line or their appurtenances.

4. It is further agreed: That in the event a building or other structure shall be erected or set across 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 failure or negligence of operation or maintenance, of said pipe lines or their appurtenances, or any accident or mishap therein or thereon or thereto.

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

Pipe line shall be laid within 10 feet of the back line of the property.

6. The payment and provisions hereof shall be binding on the heirs, successors and assigns of the parties hereto, whenever used herein.

7. In the event plans for said sewer lines or adjuncts thereto are not completed, construction not begun or right of way not secured within one year from the date hereof, this agreement may be cancelled and the money paid hereunder returned to the Grantor, provided, however, that if work has begun it may be completed before cancellation becomes effective.

IN WITNESS WHEREOF, the Grantor (s) have hereunto set their hand and seal this 2nd day of September A.D. 19 77

Signed, sealed and delivered in the presence of:

Witness

Witness

Witness

Witness

Witness

Witness

Charles W. Childers, Jr. (L.S.)

GRANTOR (S)

COLLATERAL INVESTMENT COMPANY

1059 523

RV.2