ing 50 feet wide, 25 feet on each side during construction.

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:

encroaching on my (our) land a distance of ______feet, more or less, and being on that portion of my (our) said

on the ground, and being shown on a print on file in the offices of the Western Carolina Regional Sewer Authority, includ-

___ feet on each side of the center line as same has been marked out

which is recorded in the office of the R.M.C. of the above said State and County in Mortgage Book ______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 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 grant or 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, in ure, endanger or render inaccessible the sewer pipe line or their apparent appears.

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, his is to or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the organism or maintenance, or negligences of operation or maintenance, or said pipe lines or their appurtenances, or any account might occur therein or thereto.

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

R.M.C., of said State and County in Book 666 _____ at Page ____124 ____ and Book .

25 ____ feet wide, extending ___ 12.5__

The first of the first process above specified are hereby accepted in full settlement of the class and damages of whatever rather to the raid of the first of the Grantons) herein and of the Mortgagee, if any, his hereunto been within 26th day of March 19.72 AD.

SIGNED, sested and delivered in the presence of Authors F. Fogo, Freenite it of the first ato Author F. Fogo, Freenite it of the first ato Estate T. S. Estate (188AL)

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