

RIGHT OF WAY

State of South Carolina, COUNTY OF GREENVILLE.

1. KNOW ALL MEN BY THESE PRESENTS: That We, R. B. Dean and Romeo B. Dean grantor (s), in consideration of \$ 73.50 paid by Greater Greenville Sewer District Commission... which is recorded in the office of the R. M. C., of said State and County in Book 74 at page 136 and Book 429 at page 413, said lands being bounded by the lands of Lot No. 5 property of H. H. Griffin, plat of same being recorded in the R.M.C. Office for Greenville County, S. C. and encroaching on my (our) land a distance of... feet, more or less, and being that portion of my (our) said land... feet wide, extending... feet on each side of the center line as same has been marked out on the ground...

which is recorded in the office of the R. M. C., of the above said State and County in Mortgage Book... and that he (she) is legally qualified and entitled to grant a right of way with respect to the lands described herein.

- 2. This 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... 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... 4. It Is Further Agreed: That in the event a building or other structure should be erected over sewer pipe lines or contiguous thereto, 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. All other or special terms and conditions of this right of way are as follows:

The right of way of 5 feet described above, is necessary for construction purposes, but for construction, said right of way shall be reduced to 3 feet.

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 and seal of the Grantor (s) herein and of the Mortgagee, if any, has hereunto been set this 11th day of July 1951 A. D.

Signed, sealed and delivered in the presence of: [Signatures of R. B. Dean and Romeo B. Dean] BY: T. E. Christenberry, Clerk of Court, Greenville County S. C. (Seal) [Signature of Notary Public] (Seal) Mortgagee

State of South Carolina, COUNTY OF GREENVILLE.

PERSONALLY APPEARS before me the undersigned deponent, who on oath says that deponent saw the above named Grantor(s) deliver the within written right of way, and that deponent, with J. D. Todd, Jr., witnessed the execution thereof.

SWORN TO AND SUBSCRIBED before me this the 11th day of July 1951 [Signature of Notary Public] (Seal) [Signature of Deponent] Deponent Recorded July 12th. 1951 at 9:55 A. M. #16191