

GREENVILLE, CO. S. C.

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ELIZABETH RIDDLE
R.M.C.

KENDRICK, STEPHENSON & JOHNSON

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RIGHT OF WAY TO PARKER
WATER AND SEWER SUBDISTRICT

(1) KNOW ALL MEN BY THESE PRESENTS: That R.M. Caine
and Blake P. Garrett, Trustees, grantor(s), in consideration of \$ 40.00
paid by Parker Water and Sewer Subdistrict, a body politic under the laws of South Carolina, 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 (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:

Deed Book 814 at Page 25 and Book _____ at Page _____ and,
also, being designated in the Block Book as 440-5-1 and encroaching on my
(our) land a distance of 40 feet, more or less, and being that portion of my (our) said land
40 feet in width during the time of construction and 20 feet in width thereafter, and being shown on a print on
file in the offices of Parker Water and Sewer Subdistrict.

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: _____
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 con-
veying sanitary sewage and industrial wastes, and to make such relocations, changes, renewals, substitutions, re-
placements 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 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 purpose herein
mentioned, and that no use shall be made of the said strip of land that would, in the opinion of the grantee, in-
jure, endanger or render inaccessible the sewer pipe line or their appurtenances.

(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 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 Grantors herein plan to build some commercial buildings on about 20 to 25
acres of land lying east of Poinsett Highway (New Buncombe Road). It is dis-
tinctly understood and agreed that the Grantee herein will either (1) delay con-
struction of the sewer line along the right-of-way granted by this document for
a period of 3 to 6 months until the Grantors can determine the finished elevation
of compacted earthen fill which will be placed in the low areas lying within the
boundaries of the 20 to 25 acres, so that the elevation of the top of the invert of
the manholes will be at the top of the earthen fill, or (2) will put cast iron pipe,
rather than terra cota pipe, along the right-of-way described herein.**

(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.