

RIGHT OF WAY

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State of South Carolina, Greenville County Block Book Designation as of Feb. 20, 1974  
COUNTY OF GREENVILLE. District 279, Sheet 498.4, Block 1, Lot 10.1 & 10.2  
District 278, Sheet P 23, Block 1, Lot 16, 17

District 279, Sheet P23, Block 1, Lot 5.3, District 278, Sheet 526.2, Block 1, Lot 2  
1. I KNOW ALL MEN BY THESE PRESENTS: That PebbleCreek Development - A Partnership

and \_\_\_\_\_ grantor(s), in consideration of \$ 4,140.00  
paid by Greenville County Sewer Authority, 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 Book 971 at page 497 and  
Book 968 at page 364, said lands being bounded by the lands of \_\_\_\_\_

PebbleCreek Development

and encroaching on my (our) land a distance of 4,329 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 offices of  
Greenville County Sewer Authority.

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:

First Federal Savings and Loan which is recorded in the R.M.C. Office in Book 1284 at Pgs.  
161 and 155, and also in Book 1298 at Page 13

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,  
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 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:

PebbleCreek Development has the right to tie into manholes with new lateral  
sewers constructed to serve the Development, subject to normal authority  
approvals for waste loading on the system. PebbleCreek Golf Club requests  
the cooperation of the Authority, in due course of sewer maintenance, by  
contacting the Club prior to entering the golf course.

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 20th day of February 1974 A. D.

Signed, sealed and delivered

in the presence of:

James O. Gray, As to the Grantor(s)

Denise A. Gray, As to the Grantor(s)

W. W. Rusk, As to the Mortgagee

Barbara Graham, As to the Mortgagee

PEBBLECREEK DEVELOPMENT - A PARTNERSHIP

Robert D. Jones (Seal)

Partner  
with power to bind  
partnership (Seal)

Grantor(s)

First Federal Savings and Loan

By: Ned R. Orndt (Seal)  
Mortgagee

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