

OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
District 10 S. C. Sheet 80 11 , Block 2 , Lot 2.2

FILED
GREENVILLE COUNTY Block Book Designation as of:
JAN 14 3 59 PM '81
GREENVILLE

I, KNOW ALL MEN BY THESE PRESENTS THAT WANTT Warehouse Corp., a South Carolina Corp.

and _____, grantor(s), in consideration of \$ 1,710.00 paid by the Western Carolina Regional 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 897 at Page 303 and Book _____ at page _____, encroaching on my (our) land a distance of 1.710 feet, more or less, and being on that portion of my (our) said land 25 feet wide, extending 12.5 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 the Western Carolina Regional Sewer Authority, including 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:

_____ 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, or clog 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 impede any use thereon.

3. It is Agreed that the grant (s) may plant crops, erect fences or 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, and the use of said strip of land by the grantee 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 of conveying sanitary sewage, and that no use shall be made of the said strip of land which would be likely to clog or injure or interfere with the sewer pipe line or its appurtenances.

4. It is contemplated between the parties that the grantor will erect by way of future expansion a warehouse facility over that portion of this right of way between survey stations 37 & 38 to 44 & 41.3, after the line is placed in the ground. In contemplation of this, ductile pipe will be used for that portion of the line. In the event the line requires repair, the grantee will be given access to the line without costs to grantee for the purposes of making the repair and agrees to bear the expense for such repair to the line.

5. The grantor agrees to indemnify and to save and hold harmless the grantee from any claims by grantor against grantee from damages which may occur to said structure, buildings or contents due to the placement or repair of this line.

6. It is further agreed the sewer line will be constructed according to engineer drawing 3 PP-10, Lakeside Lake Waste Treatment Facility (Wantt Truck Sewer) as prepared by Piedmont Engineers, Architects and Planners with revision dated October 22, 1939, and that the Grantor has permission to connect into the line at a manhole without charge.

The powers and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature to 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 5th day of December, 1980 A.D.

SIGNED, sealed and delivered in the presence of _____ WANTT WAREHOUSE CORP., A SOUTH CAROLINA CORP.

ATTEST TO: Paul W. Cantrell As to the Grantor(s) WANTT WAREHOUSE CORPORATION (SEAL)
SECRETARY
Dennis D. Howell As to the Grantor(s) (SEAL)
D.D. HOWELL President

_____ As to the Mortgagee (SEAL)
_____ As to the Mortgagee (SEAL)

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