

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE)

FILED
JAN 29 3 41 PM '81
DORRIS S. TANKERSLEY
R.M.C.

RIGHT OF WAY

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1. KNOW ALL MEN BY THESE PRESENTS: That Lawrence N. Bellew and Anne Bellew, grantors, in consideration of \$750.00, paid by Oscar J. Taylor, Jr., called the Grantee, do hereby grant and convey unto the said Grantee a right-of-way in and over our tract 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 807 at Page 270, said lands being briefly described as Sheet 207, Block 1, Lots 40, 41 and 42, Greenville County Tax Maps; being 25 Country Club Drive, Greenville, South Carolina, and designated as Lots 119, 120 and 121 on plat recorded in Plat Book F, Pages 114 and 115 in the R.M.C. Office for Greenville County., a distance of approximately 280 feet being that portion of grantors property reasonably necessary for the installation, maintenance and use of a sewer line serving grantee's property situate at 35 Country Club Drive (Sheet 207, Block 1, Lots 38 and 39, Greenville County Tax Maps).

The Grantors herein by these presents warrant that there are no liens, mortgages, or other encumbrances to a clear title to these lands.

2. The right-of-way is to and does convey to the Grantee, his 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 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 Grantors 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 Grantors 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 said strip of land that would, in the opinion of the Grantee, injure, endanger or render inaccessible the sewer pipe line of 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 Grantors, their 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:

Grantee, as an additional condition for the right-of-way herein granted, agrees that Grantee, so long as Grantee owns 35 Country Club Drive, and thereafter, Grantee's heirs and/or assigns, will pay one-half of the reasonable costs of maintaining that portion of the sanitary sewer line owned by Grantors and serving property of the Grantee.

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 Grantors herein have hereto been set this 17 day of January, 1931.

Signed, sealed and delivered
in the presence of:

(L.S.)
(L.S.)

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