

For For Creek

RIGHT OF WAY

VOL 1169 PAGE 388

STATE OF SOUTH CAROLINA Greenville County Block Book Designation as of:  
COUNTY OF GREENVILLE District Sheet 542.6 Block 1 Lot 32

FILED  
DONNIE WANKERSLEY  
R.M.C.

1. I KNOW ALL MEN BY THESE PRESENTS: That Holly Tree Country Club, Incorporated  
and \_\_\_\_\_, grantor(s), in consideration of \$ 305.00  
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 1041 at Page 950 and Book \_\_\_\_\_ at page \_\_\_\_\_,  
encroaching on my (our) land a distance of 305 feet, more or less, and being on 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 the Western Carolina Regional Sewer Authority, includ-  
ing 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:

Mortgage to Fidelity Federal Savings & Loan Association REF Book 1376 Page 420  
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, endanger or injure the pipe lines or their appurtenances, or inter-  
fere 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 mainte-  
nance, or 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:

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 13 day of July, 19 77 A.D.

SIGNED, sealed and delivered in the presence of:

Nancy D. Babin As to the Grantor(s) by Holly Tree Country Club, Inc.  
Richard M. Duna As to the Grantor(s) by Joseph B. Bushy (SEAL)  
Nancy D. Babin As to the Mortgagee Charles Callberg (SEAL)  
Richard M. Duna As to the Mortgagee (SEAL)

0388

4328 RV-2