

FILED  
GREENVILLE CO. S. C.

NOV 22 1 23 PM '72

VOL 961 PAGE 175  
RIGHT OF WAY

Greenville County Block Book  
designation as of June 29, 1972:

District 156  
Sheet WG 5  
Block 2  
Lot 13.3

State of South Carolina,  
R.M.C.  
COUNTY OF GREENVILLE.

I. KNOW ALL MEN BY THESE PRESENTS: That G. J. Barton, Jr.

and Susan H. Barton grantor(s), in consideration of \$ 755.00,  
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 508 at page 503 and

Book \_\_\_\_\_ at page \_\_\_\_\_, said lands being bounded by the lands of G. J. Barton, Jr., &  
Susan H. Barton, H. M. Ellison; Dryden Avenue, G. J. Barton, Jr., and G. J. Barton, Jr.;  
Grove Creek, Walter D. Lawless, Sr., and Juanita C. Lawless; and Miami Avenue, G. J. Barton, Jr.,  
and W. T. Hudson.

and encroaching on my (our) land a distance of 755 feet, more or less, and being 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  
Greenville County Sewer Authority. \*(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 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  
~~any other structure shall be erected over said sewer pipe line~~ upon the right-of-way.

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:

(a) The line shall be underground at least 18 inches and the man holes upon the property shall not  
exceed the height of 12 inches from present ground level. No other structures shall be erected.

(b) After construction, the property within the right-of-way will be restored as near as is  
reasonably possible to its present condition. All debris, timber cuttings and trash shall be  
removed from the right-of-way and not placed upon any adjacent property of the grantor and such  
removal shall be at the grantee's expense.

(c) Any damage to fencing, shall be replaced at the expense of the grantee.  
\* <sup>at any time</sup>

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 17 day of Nov. 1972 A. D.

Signed, sealed and delivered

In the presence of: Martha L. Perry, As to the Grantor(s) G. J. Barton, Jr. (Seal)

Susan H. Barton, As to the Grantor(s) Susan H. Barton (Seal)  
Grantor(s)

\_\_\_\_\_, As to the Mortgagee

\_\_\_\_\_, As to the Mortgagee \_\_\_\_\_ (Seal)  
Mortgagee

\*(d) The grantee shall have the right to tie into any manhole.  
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