

RIGHT OF WAY TO GANTT SEWER, POLICE AND FIRE DISTRICT

State of South Carolina, Greenville County Block Book Designation as of April 23, 1973  
County of Greenville, District, Sheet 384, Block 1, Lot 30

FILED  
GREENVILLE CO. S.C.  
JUN 23 3 24 PM '73  
S. TANKERSLEY  
R.M.C.

KNOW ALL MEN BY THESE PRESENTS: That EARNEST BABB (life estate), Milton Babb,  
Dorothy J. Dixon, Dathran Babb, and ~~Earl Babb~~  
and \_\_\_\_\_, grantor(s),

for consideration of \$ 330. paid by Gantt Sewer, Police and Fire District, the same  
organized and existing pursuant to the laws of the State of South Carolina, hereinafter called the Grantee, re-  
spect 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

Deed Book 454 at Page 100 and Book \_\_\_\_\_ at Page \_\_\_\_\_

and encroaching on my (our) land a distance of 330 plus or minus feet, more or less, and being that portion of  
my (our) said land 20 feet on each side of the center line during the time of construction and 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 office of Gantt Sewer, Police and Fire District, and recorded in the R. M. C. office in Plat Book \_\_\_\_\_  
at Page \_\_\_\_\_.

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 re-  
spect to the lands described herein.

The expression or designation "Grantor" wherever used herein shall be understood to include the Mort-  
gagee, 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 pur-  
pose 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 de-  
sirable; 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 re-  
ferred 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 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 main-  
tenance, 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:

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.

7. The grantor(s) have granted, bargained, sold and released and by these presents do grant, bargain,  
sell and release unto the grantee(s), their successors and assigns forever the property described herein and  
the grantor(s) further do hereby bind their heirs, successors, executors and administrators to warrant and de-  
fend all and singular said premises to the grantee, the grantee's successors or assigns, against every person  
whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the hand and seal of the Grantor(s) herein and of the Mortgagee, if any, has here-  
unto been set this 30 day of JUNE, 19 73.

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]  
As to the Grantor(s)

Earl Babb (Seal)  
Milton Babb (Seal)  
Dorothy J. Dixon (Seal)  
Dathran Babb (X) (Seal)

As to the Mortgagee

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