## FILED GREENVILLE CO. S. C.

T 34.1-10-129

RIGHT OF WHAY 230 9 56 AND FIRE AND SEWER DISTRICT 868 PAGE 469

\_(5eal)

| Genuthy of Generutille.  1. KNOW ALL MEN BY THESE PRESENTS: That  | State of South Carolina,  | OLLIE FARNSWORTH   | <b>I</b>   | No Documentary of  |
|---|---|--|--|--|
| and   |   | R. M. C.   |  | Required, See Affidavit  |
| in consideration of \$  | 1. KNOW ALL MEN BY T  | THESE PRESENTS: That   | Williams Land Co., Inc.  | Book 28, Page 1  |
| in consideration of \$  |   |  | ·<br>  |  |
| and entroaching an my (our) land a distance of  | ceipt of which is hereby ackno<br>and over my (our) tract(s) of lar   | nt to the laws of the State<br>wledged, do hereby grain<br>and situate in the above St   | ot South Carolina, hereinafter   | Sewer District, the same realled the Grantee, re-  |
| and entroaching an my (our) land a distance of  | Deed Book at  | t Page <u>83</u>   | and Book at  | Page   |
| 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 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 lime 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 granter shall not, in the apinion of the grantee, interfere or conflict with the use of said strip of land by the granter 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, interfere or conflict with the use of said strip of land that would, in the opinion of the grantee, inches or a column 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, of said pipe lines or their appurtenances, or any accident or maintenance of whatever nature for said right of way.  7. | and encroaching on my (our) lai my (our) said land 40_feet in same has been marked out or Fire and Sewer District, and The Grantor(s) herein by th to a clear title to these lands, e. which is recorded in the office at Page 113 one spect to the lands described her The expression or designa gagee, if any there be.   | nd a distance of ——156_width during the time of n the ground, and being recorded in the R.M.C. nese presents warrants the xcept as follows: Mtge. to of the R.M.C. of the about that he (she) is legally rein.   | feet, more or less, and construction and 2.5 feet shown on a print on file in office in Plat Book TTT at there are no liens, mortgages, by Hortense Hammett, etal., cover said State and County in Moqualified and entitled to grant used herein shall be understood   | nd being that portion of in width thereafter, as the offices of Taylors at Page 125 et seg., or other encumbrances assigned to Calvin Company, or the seguence of the company of the compa |
| 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 defend 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.  | 2. The right of way is to right and privilege of entering limits of same, pipe lines, manhipose of conveying sanitary sew substitutions, replacements and sirable; the right at all times to in the opinion of the grantee, exproper operation or maintenance ferred to above for the purpose to exercise any of the rights her thereafter at any time and from sewer pipe line nor so close the 3. It is Agreed: That the and from the sunder the surface of the gof the grantee, interfere or commentioned, and that no use shall injure, endanger or render inace 4. It is Further Agreed: The said sewer pipe line, no claim fany damage that might occur to tenance, or negligences of operary or mishap that might occur there. | the aforesaid strip of lan ooles, and any other adjundage and industrial waste additions of or to the said the additions of the pipute; the right of ingress to be of exercising the rights rein granted shall not be a time to time exercise any longrantor(s) may plant cropover any sewer pipes who grantor(s) may plant cropover any sewer pipes who ground; that the use of said flict with the use of said the said structure, the said structure in the event a building or damages shall be made of the said structure, building action or maintenance, of ein or thereto. | d, and to construct, maintain of cts deemed by the grantee to be so, and to make such relocation me from time to time as said or of said pipe lines any and all e lines or their appurtenances, and egress from said strip of linerin granted; provided that the construed as a waiver or about yor all of same. No building should be the tops of the pipes are it is strip of land by the granter sidestrip of land by the grantee fip of land that would, in the coline or their appurtenances. If you contents thereof due to the said pipe lines or their appurter should be dead to the said pipe lines or their appurter appurter said pipe lines or their appurter should be dead to the said pipe lines or their appurter appurter said pipe lines or their appurter said pipe lines are said pipe lines  | and operate within the enecessary for the pursus, changes, renewals, grantee may deem delivegetation that might, or interfere with their and across the land rene failure of the grantee andonment of the right all be erected over said strip of land, provided: less than eighteen (18) shall not, in the apinion or the purposes herein opinion of the grantee, erected contiguous to assigns, on account of  |
| 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 defend 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.  |   |  | and the state of t |  |
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| IN WITNESS WHEREOF I I  | daming a  | or to claim the same or c  | any part thereot.  |  |
| IN WITNESS WHEREOF, the hand and seal of the Grantor(s) herein and of the Mortgagee, if any, has here-  |   |  |  | agee, if any, has here-  |
| unto been set this 16 day of 19 69  | •   |  | ,  |  |
| Signed, sealed and delivered in the presence of:  WILLIAMS LAND CO., INC.   | Signed, sealed and delivered in the   | the presence of:   |  |  |
| W. J. Williams gr. BY: W Jams Willia (Seal)   | W.G. William  | us gr.   | BY-W James   | Willia (Seal)  |
| As to the Granter(s)  CALVID COMPANY  (Seal)  | frents the  | Elon   | CALVIDOCOMPANY   | (Carl)   |
| As to the Grantor(s)  (Seal)  | As to the Grantor   | r(s)   | BY: 1/101 1/1  | Butyma (Seal)  |