

RIGHT OF WAY

State of South Carolina,  
COUNTY OF GREENVILLE.

I. KNOW ALL MEN BY THESE PRESENTS: That I, Janie Davis  
and \_\_\_\_\_ grantor (s), in consideration of \$ 79.80,  
paid by Greater Greenville Sewer District Commission, a body politic under the laws of South Carolina, herein-  
after 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 28 at page 300 and  
Book \_\_\_\_\_ at page \_\_\_\_\_, said lands being bounded by the lands of \_\_\_\_\_

and encroaching on my (our) land a distance of \_\_\_\_\_ feet, more or less, and being that portion of  
my (our) said land \_\_\_\_\_ feet wide, extending \_\_\_\_\_ 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  
Greater Greenville Sewer District Commission and recorded in the office of the R. M. C., of the above said State  
and County 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 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. This 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 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.

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 lines or their appurtenances.

4. It Is Further Agreed: That in the event a building or other structure should be erected over sewer pipe  
lines or contiguous thereto, 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:

**The right of way, of 50 feet described above, is necessary for construction  
purposes, but after construction, said right of way shall be reduced to 25 feet.**

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 10th day of May 1951 A. D.

Signed, sealed and delivered

in the presence of:

Frank A. Carpenter to the Grantor (s)

Sara B. Broun, As to the Grantor (s)

J. E. Combs (Seal)

Clerk of Court (Seal)  
Grantor (s)

State of South Carolina,  
COUNTY OF GREENVILLE.

PERSONALLY APPEARS before me the undersigned deponent, who on oath says that deponent saw the  
above named Grantor(s) deliver the within written right of way, and that deponent, with Frank  
A. Carpenter, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED before me this

the 10 day of May 1951

Frank A. Carpenter (Seal)  
Notary Public

Sara B. Broun

Deponent

Recorded May 10th. 1951 at 2:00 P. M. #11033

corrected from original R/W  
Aug 15. 1951