STATE OF SOUTH CAROLINAL 1 9 44 6H 173 COUNTY OF GREENVILLE DONNIE S. TANKERSLEY

RIGHT OF WAY01 1095 PAGE 249

R.H.C.	C. 1
1. KNOW ALL MEN BY THESE PRESENTS: That	Lloyd A. Merritt and
	antor (s), in consideration of \$ 100.00 , paid or to
gra	d the Grantee, 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
	806 at Page450 and Book at Page
said lands being briefly described as: Lot 5, Pine For	rest, Plat QQ, Page 106
. 100	_ feet, more or less, and being that portion of my (our) said land
and encroaching on my (our) land a distance offnt	o my property from the eastern right of way of
हिल्लाअस्य extending 5 feet व्यवस्थ	o my property from the eastern right of way of
excurred, and being shown on a print on file in the office of	of the Metropolitan Sewer Subdistrict. During construction said
Forrester Drive a total width of 15 feet, on	nto my property from the eastern right of way
of Forrestor Drive	it there are no liens, mortgages, or other encumbrances to a clear
	e Independent Life & Accident Ins. Co. recorded
in Mortgage Book 1041, Page 246 and Mor	rtgage to CIT Financial Services
,	
which is recorded in the office of the R.M.C. of the above sai and that he (she) is legally qualified and entitled to grant a rig	id State and County in Mortgage Book 1333 at Page 23 ght-of-way with respect to the lands described herein.
The expression or designation "Grantor" wherever u there be.	used herein shall be understood to include the Mortgagee, if any
2. The right-of-way is to and does convey to the Grante	ee, its successors and assigns the following: The right and privilege
of entering the aforesaid strip of land, and to construct, mai	intain and operate within the limits of same, pipe lines, manholes,
and any other adjuncts deemed by the Grantee to be neces	ubstitutions, replacements and additions of or to the same from
wastes, and to make such relocations, changes, renewals, su	all times to cut away and keep clear of said pipe lines any and all
vegetation that might, in the opinion of the Grantee, endange	er 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 shall not be construed as a waiver or a	ed; provided that the failure of the Grantee to exercise any of the abandonment of the right thereafter at any time and from time to
time to exercise any or all of same. No building shall be erect	ted 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 th	ie 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 use of said strip of land by the Grantee for the numbers he	Il not, in the opinion of the Grantee, interfere or conflict with the crein mentioned, and that no use shall be made of the said strip of
land that would, in the opinion of the Grantee, injure, endange	er or render inaccessible the sewer pipe line or their appurtenances.
4. It is further spreed. That in the event a building o	or other structure should be erected contiguous to said sewer pipe
line, no claim for damages shall be made by the Grantor, his he	irs or assigns, on account of any damage that might occur to such
structure, building or contents thereof due to the operati	on or maintenance, or negligences of operation or maintenance,
of said pipe lines or their appurtenances, or any accident or i	misnap that might occur therein or thereto.
5. All other or special terms and conditions of this righ	nt-of-way are as follows:
	reby accepted in full settlement of all claims and damages of what-
ever nature for said right-of-way.	
7. In the event plans for said sewer lines are cancelled	d or altered and this right-of-way is not needed, then same may be
cancelled and no money shall be due the Grantors. The paym	ent of the consideration for this right-of-way shall be made before
construction commences.	
IN WITNESS WHEREOF, the hand and seal of the	Grantor (s) herein and of the Mortgagee, if any, has hereunto been
set this 107 day of 1900 - 1700 11, A. D., 19	- ·
Signed, sealed and delivered	
in the presence of:	2. 0 = 2. 1 CAD.
133 1/2 1 M. Ap. 1/25	Mayor I Merrell (L.S.)
as to the Granton's	
as to the Grantor(s)	GRANTOR(S) (L.S.)
as to the Mortgagee	_THE_INDEPENDENT_LIFE_&_ACCIDENT INS. CO
as to the Mortgagee	By: (L.S.)
	MORTGAGEE CIT FINANCIAL SERVICES
Letter to 2 th Broken	OLI PINANOTAL DENVICES

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