

RIGHT OF WAY

State of South Carolina,

COUNTY OF GREENVILLE.

I, KNOW ALL MEN BY THESE PRESENTS: That J. James P. Moore

and \_\_\_\_\_ grantor (s), in consideration of \$ 316.43, paid by Greater Greenville Sewer District Commission, 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 246 at page 370 and

Book \_\_\_\_\_ at page \_\_\_\_\_, said lands being bounded by the lands of M.R. Thomson, Fiske-Carter Construction Company and others, and fronting approximately 77.75 feet on South Main Street, in the City of Greenville, S. C.

and encroaching on my (our) land a distance of 200 feet, more or less, and being that portion of

my (our) said land 10 feet wide, extending 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 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:

Right-of-way of C. & W. C. Railroad and right-of-way agreement with W. R. Thomson,

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 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 grantor 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 sewer line for which a right-of-way is hereby granted shall be located on the land of the Grantor beginning at South Main Street, on the east side of the C. & W. C. Railroad track, and extending northward 55' approximately 40 feet to a manhole; thence northward 10 feet to the rear property line of the Grantor; and thence northward a private driveway or non-public road. The line of the driveway or non-public road shall be as shown on the plat attached hereto. The walls or footings of any building or structure erected on the land shall not be located within the right-of-way.

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 13th day of June, 1951 A.D.

Signed, sealed and delivered

in the presence of

H.C. Beatty, As to the Grantor (s)  
Mr. Charles Sumner, As to the Grantor (s)

James P. Moore (Seal)  
Grantor (s) (Seal)

Grantor (s)

As to the Mortgagee

As to the Mortgagee

Mortgagee

(Seal)

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

H.C. Beatty, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED before me this

the 13th day of June, 1951

H.C. Beatty (Seal)  
Notary Public for S. C.

Mr. Charles Sumner  
Deponent