RIGHT OF WAY TO GANTT SEWER, POLICE AND FIRE DISTRICT

State of South Oproling.

GREENVILLE COUNTY BLOCK BOOK DESIGNATION AS OF JANUARY 16, 1974:

| Consideration of Secretarial Constitution of Secretarial Constitution of Secretarial Constitution of Secretarial Constitution of Secretaria Constitution of | State of South Carolina, | | -1 - 101 | Block 7, Lot 29 | |
|---|--|--|--|---|---|
| poid by Gantt Sewer, Police and fire District, the so organized and existing pur uant to the laws of the State of South Carolina, hereinafter called the Grantee, ceipt of which is hereby acknowledged, do hereby grant and convey unto the staid grantee a right of way and over my (our) tract(s) of land situate in the above State and County and deed to which is recorded in office of the R.M.C. of said State and County in Deed Book | County of Greenville. | | ,, | , | |
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| and encroaching on my (our) land a distance of | ceipt of which is hereby acknowled and over my (our) tract(s) of land office of the R.M.C. of said State | edged, do hereby gr situate in the above and County in | ate of South Carolin rant and convey unit State and County o | ia, hereinafter called the Gran to the said grantee a right of and deed to which is recorded | tee, re way is I in th |
| and encroaching on my (our) land a distance of | Deed Book M50 | at Page | -429 and B | ook at Page | |
| The Grantor(s) herein by these presents warrants that there are no liens, mortgages, or other encumbrate 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 spect to the lands described herein. The expression or designation "Grantor" wherever used herein shall be understood to include the M gagee, if any there be. 2. The right of way is to and does convey to the grantee, its successors and assigns the following: right and privilege of entering the aforesaid strip of land, and to construct, maintain and aperate within limits of same, pipe lines, manholes, and any other adjuncts deemed by the grantee to be necessary for the pose of conveying sanitary sewage and industrial wastes, and to make such relocations, changes, renew substitutions, replacements and additions of or to the same from time to time as said grantee may deem sirable; the right at all times to cut away and keep clear of said pipe lines any and all vegetation that mit in the opinion of the grantee, endanger or injure the pipe lines or their appurtenances, or interfere with the proper operation or maintenance; the right of ingress to and egress from said strip of land across the land ferred to above for the purpose of exercising the rights herein granted; provided that the failure of the grantee are any time and from time to time exercise any or all of same. No building shall be erected over sewer pipe line nor so close thereto as to impose any load thereon. | and encroaching on my (our) land my (our) said land 20 feet on ec each side of the center line as sa in the office of Gantt Sewer, Pa | a distance of50 ach side of the centering market | feet, mer line during the tine doubled on the ground | nore or less, and being that po ne of construction and 12 1—2 I, and being shown on a print | rtion of feet of on fil |
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| That crops shall not be planted over any sewer pipes where the tops of the pipes are less than eighteen inches under the surface of the ground; that the use of said strip of land by the granter shall not, in the opin of the grantee, interfere or conflict with the use of said strip of land by the grantee for the purposes he mentioned, and that no use shall be made of the said strip of land that would, in the opinion of the grantingure, endanger or render inaccessible the sewer pipe the or their appurtenances. 4. It is further Agreed: That in the event a building or other structure should be erected contiguous said sewer pipe line, no claim for damages shall be made by the grantor, his heirs or assigns, on accourt any damage that might occur to such structure, building or contents thereof due to the operation or means the said sever pipe the said sever pipe line, no claim for damages shall be made by the grantor, his heirs or assigns, on account to such structure, building or contents thereof due to the operation or means the said sever pipe that might occur to such structure, building or contents thereof due to the operation or means the said sever pipe that might occur to such structure, building or contents the pipe that might occur to such structure, building or contents the pipe that might occur to such structure, building or contents the pipe that might occur to such structure. | 2. The right of way is to a right and privilege of entering the limits of same, pipe lines, manhol pose of conveying sanitary sewa substitutions, replacements and a sirable; the right at all times to a in the opinion of the grantee, end proper operation or maintenance ferred to above for the purpose to exercise any of the rights here thereafter at any time and from sewer pipe line nor so close there. 3. It is Agreed: That the grantee inches under the surface of the grantee, interfere or confirmentioned, and that no use shall injure, endanger or render inacce. 4. It is Further Agreed: The said sewer pipe line, no claim for any damage that might occur to tenance, or negligences of opera or mishap that might occur there | te aforesaid strip of les, and any other ad les, and industrial world and in the use of lessible the sewer pipes world and in the event a built in the event a built in the event a built in the such structure, built in or maintenance, and or thereto. | land, and to constraint to deemed by the astes, and to make a same from time to clear of said pipe lines or their is to and egress from this herein granted; be construed as a any or all of same. It load thereon. The constructions, maintain fence where the tops of fead strip of land that a said strip of land that pe the or their application or other structions or contents the of said pipe lines of said pipe li | uct, maintain and operate with a grantee to be necessary for a such relocations, changes, restrine as said grantee may determine any and all vegetation that appurtenances, or interfere with said strip of land across the provided that the failure of the waiver or abandonment of the No building shall be erected on the pipes are less than eighter the grantee for the purposes would, in the opinion of the curtenances. Iture should be erected contigure, his heirs or assigns, on accered due to the operation of their appurtenances, or any or their appurtenances. | thin the purpose of the might the land regarder said opinions the regarder opinions the |
| any compact man many occor to some survivies company or contemp interest and to the obeignous of the | tenance, or negligences of opera | tion or maintenance, | | | |
| tenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances, or any acci | | | f this right of way o | are as follows: | |
| tenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances, or any acci or mishap that might occur therein or thereto. | J. All older of special left | ins and conditions of | i illis fight of way t | ire os toliows: | |
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| tenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances, or any acci- or mishap that might occur therein or thereto. | A. The navment and privi | leges above specifie | ud are hereby accep | ted in full settlement of all cla | ime a |
| tenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances, or any acci or mishap that might occur therein or thereto. 5. All other or special terms and conditions of this right of way are as follows: | damages of whatever nature for 7. The grantor(s) have gr sell and release unto the granto the grantor(s) further do hereby fend all and singular said premis | r soid right of way. anted, bargained, so ee(s), their successors bind their heirs, suc es to the grantee, the | old and released an and assigns forevo ccessors, executors a grantee's successo | d by these presents do grant, le er the property described her and administrators to warrant rs or assigns, against every | barga ein a and c |
| tenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances, or any acci- or mishap that might occur therein or thereto. | IN WITNESS WHEREOF, the | hand and seal of the | Grantor(s) herein a | nd of the Mortgagee, if any, h | as her |
| 6. The payment and privileges above specified are hereby accepted in full settlement of all claims 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, bargail and release unto the grantee(s), their successors and assigns forever the property described herein the grantor(s) further do hereby bind their heirs, successors, executors and administrators to warrant and fend all and singular said premises to the grantee, the grantee's successors or assigns, against every pe whomsoever lawfully claiming or to claim the same or any part thereof. | unto been set this da | y of Januso | my, | 19_74 | |
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__(Seal)

As to the Mortgagee