

FILED
GREENVILLE CO. S. C.

AUG 3 2 52 PM '73

RIGHT OF WAY

Brushy Creek
VOL 981 PAGE 55

DONNIE S. TANKERSLEY
State of South Carolina,
COUNTY OF GREENVILLE.

Greenville County Block Book Designation as of April 3, 1973:
District , Sheet 109, Block 3, Lot 33.1

1. KNOW ALL MEN BY THESE PRESENTS: That PERRY S. LUTHI (Tr. for Kull Trust)

and _____ grantor(s), in consideration of \$ 90.00
paid by Greenville County Sewer Authority, 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 683 at page 395 and
now or formerly
Book _____ at page _____, said lands being bounded by the lands of Brushy Creek on
the North, Bagwell Street on the South, Property of Boles on the East and
Property of Vaughn on the West.

and encroaching on my (our) land a distance of 90 CM plus or minus
80 feet, more or less, and being that portion of
my (our) said land 25* feet wide, extending 12.5 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
Greenville County Sewer Authority. *(50 feet, 25 feet on each side during construction)

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. The 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 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 time to 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 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 line or their appurtenances.

4. It Is Further Agreed: That in the event a building or other structure should be erected contiguous to
said sewer pipe line, 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:

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 11 day of 11/73 1972 A. D.

Signed, sealed and delivered

in the presence of:

Don H. Healey As to the Grantor(s)
[Signature] As to the Grantor(s)

Perry S. Luthi as Trustee (Seal)

Grantor(s)

As to the Mortgagee

As to the Mortgagee

Mortgagee (Seal)

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