

RIGHT OF WAY



State of South Carolina,
COUNTY OF GREENVILLE.

1. KNOW ALL MEN BY THESE PRESENTS: That Marsmen, Inc.

and grantor (s) in consideration of \$ 309.80, 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 at page and

Book at page, said lands being bounded by the lands of Jones Ave. (309'8 feet) on the East, Reedy River on the West and Furman University on the South,

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:

Mortgage by H. W. Estes to Stella C. Burns, + Mtg. by Marsmen Inc. to R.M. Caine et al.

which is recorded in the office of the R. M. C., of the above said State and County in Mortgage Book 313

at page 33 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 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:

Notwithstanding anything above written the Grantor, its successors and Assigns, reserves the right to erect buildings over said sewer lines, but agrees to notify the Grantee before construction begins.

It is further agreed, that the Grantor herein, its Successors and Assigns, may make taps or connections with said pipe lines, at its expense, provided that such connections or taps be done only under the supervision of the Engineer representing

the Grantee

of whatever nature for said right of way. OVER

IN WITNESS WHEREOF the hand and seal of the Grantor (s) herein and of the Mortgagee, if any, has hereunto been set this 22nd day of March 1951 A. D.

Signed, sealed and delivered

in the presence of:

Ellen Burdette, As to the Grantor (s)

Kelce Beattie, As to the Grantor (s)

Ellen Burdette, As to the Mortgagee

Calvin Jaeger, As to the Mortgagee

Mary A. Shaver, As to the Mortgagee as to R.M. Caine and H.C. Beattie

Marsmen, Inc. (Seal)

as to Stella C. Burns

Stella C. Burns (Seal)

Mortgagee

R.M. Caine, Kelce Beattie