

RIGHT OF WAY TO MARIETTA WATER, FIRE, SANITATION AND SEWER DISTRICT

Dec 14 02 PM '73
DONNIE S. TANKERSLEY
State of South Carolina,
County of Greenville.

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1. KNOW ALL MEN BY THESE PRESENTS: That Carl Coal and Oil Company, a corporation
and _____, grantor(s),

in consideration of \$ _____ paid by Marietta Water, Fire, Sanitation and Sewer District, the same
organized and existing pursuant to the laws of the State of South Carolina, hereinafter called the Grantee, re-
ceipt 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

Deed Book 779 _____ at Page 75 _____ and Book _____ at Page _____

and encroaching on my (our) land a distance of no more than 5 feet, (five) from the rear property line
and being shown on a print on file
in the office of Marietta Water, Fire, Sanitation and Sewer District, and recorded in the R. M. C. office 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: NONE

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 re-
spect to the lands described herein.

The expression or designation "Grantor" wherever used herein shall be understood to include the Mort-
gagee, 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 pur-
pose 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 de-
sirable; 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 re-
ferred 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 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 main-
tenance, 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:

That part and portion of this agreement and release marked by the number 2(two)
and hereafter referred to as section 2(two) shall be deleted in its entirety

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.

7. The grantor(s) have granted, bargained, sold and released and by these presents do grant, bargain,
sell and release unto the grantee(s), their successors and assigns forever the property described herein and
the grantor(s) further do hereby bind their heirs, successors, executors and administrators to warrant and de-
fend all and singular said premises to the grantee, the grantee's successors or assigns, against every person
whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the hand and seal of the Grantor(s) herein and of the Mortgagee, if any, has here-
unto been set this 1 day of Oct, 19 73.

Signed, sealed and delivered in the presence of:

Leeville J. Janyard
Brie Garland
As to the Grantor(s)

(Seal)
Carl Coal and Oil Company, a corporation
(Seal)
Fred C. Holden, Pres. & Secretary

_____(Seal)
As to the Mortgagee

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