GREENVILLE CO. S.C.
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RIGHT OF WAY

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS: That Ruben Sherman, grantor, in consideration of $ 1.00 (one dollar) paid by the City of Greer, a body politic under the laws of the State 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 tract of land situated 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 712 at Page 18, and also known as sheet G-14, block 4, lot number 27, on the Greenville County Tax Maps, encroaching on my land a distance of 160 feet, more or less, and being on that portion of my said land 10 feet which is presently existing and known to be an open drainage ditch by natural flow or by prior diversion. Special provisions of this agreement are: NONE

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, a drain pipe; 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 of abandonment of the right thereafter at ant time and from time to time to exercise any or all of same. No building shall be erected over said drain pipe nor so close thereto as to impose any load thereon.

It is agreed that the grantor may plant crops, maintain fences and use this strip of land, provided: That crops shall not be planted over any 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 drain pipe or their appurtenances.

It is further agreed that in the event a building or other structure should be erected contiguous to said drain pipe land, 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, or said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

It is further agreed that the grantor shall restore the property to original condition as near as is possible and practical.

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 THEREOF, the hand and seal of the Grantor herein has herunto been set this 15th day of March, 1977.

SIGNED, sealed and delivered in the presence of;

W Bernard Wilborn

Larry Billinger

Ruben F Sherman (SEAL)
GRANTOR

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