

FILED 1931  
S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

RIGHT OF WAY

60844 ~~XXXXX~~ Garrison, Mabel G. Benson and  
Junius H. Garrison, Jr., individually and

I KNOW ALL MEN BY THESE PRESENTS that ~~XXXXX~~ Junius H. Garrison, Jr., individually and ~~XXXXX~~ as Executor of the Estate of Junius H. Garrison, deceased, for and in consideration of ~~XXXXX~~ \$10.00 and other valuable consideration to be paid by Metropolitan Sewer Subdistrict, hereinafter called the Grantee, do hereby grant 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 described as follows:

Probate Court Apt. 998 File 24 Apt. 1571 File 1  
the office of the ~~XXXXX~~ of said State and County in ~~XXXXX~~ at ~~XXXXX~~  
said land is being briefly described as approximately 72 acres on the southern side of U. S. Highway 29 (Mills Avenue) and east of the P S N Railroad line

and encroaching on my (our) land a distance of 1810 feet, more or less, and being that portion of my (our) land 25 feet wide, extending 12 1/2 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 office of the Metropolitan Sewer Subdistrict. During construction said right of way shall extend a total width of 40 feet, extending 20 feet on each side of the center line

The Grantor(s) hereby by these presents warrants that there are no 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 lawfully qualified and entitled to grant a right of way with respect to the land described herein.

The expression or designation "Grantee" whenever used herein shall be understood to include the Mortgagee, if any, there be.

1. The right of way is to be used exclusively by the Grantee for sanitary and industrial purposes. 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 replacements, changes, renewals, substitutions, repairs, 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 said pipe lines and all vegetation that might, in the opinion of the Grantee, encumber or impede 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 be close thereto as to impose any load thereon.

2. It is agreed that the Grantee(s) may plant, raise, maintain, fence and use the strip of land, provided that crops shall not be planted over said sewer pipes while the tops of the pipes are less than eighteen (18) inches under the surface of the ground, but the use of said strip of land by the Grantee(s) in the opinion of the Grantee, interfere or conflict with the use of said strip of land by the Grantee for the purpose herein mentioned, and no action shall be made of the said strip of land that will, in the opinion of the Grantee, impede, encumber or impede the pipe lines or their appurtenances.

3. It is further agreed that in the event of building or erecting any structure over said sewer pipe line, the Grantee shall be liable for the damage to the structure, building or contents thereof, if any, caused by the operation or maintenance of said sewer pipe line or their appurtenances, or any other cause, and that the Grantee shall be liable for the same.

4. All the other special terms and conditions of the right of way herein granted are as follows:

Grantor and Grantee agree that the right of way herein granted is further subject to that certain agreement between them dated January 16, 1931.

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5. The payment in full of the right of way herein granted shall be made by the Grantee(s) at the time of the execution of this instrument.

6. In the event that any of the above conditions are violated, then same may be enforced by the Grantee(s). The payment of the right of way herein granted was the full and complete consideration therefor.

IN WITNESS WHEREOF, the said Grantor(s) and the Grantee, if any, has hereunto set their hands and seals this 14th day of January, 1931.

*C. Maurin Feather*  
\_\_\_\_\_  
By the ~~XXXXX~~ Grantor  
\_\_\_\_\_  
By the ~~XXXXX~~ Grantor

*Robert S. Garrison*  
\_\_\_\_\_  
Junius H. Garrison, Jr., individually and  
as Executor of the Estate of Junius H. Garrison, deceased

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