

State of South Carolina  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
MAR 2 2 26 PM '84  
DONNIE S. TANKERSLEY  
R.M.C.

# RIGHT OF WAY

I. KNOW ALL MEN BY THESE PRESENTS: That Tillman Henderson Jr.

and \_\_\_\_\_ Grantor(s), in consideration of \$ 550.00 (9550<sup>00</sup>)  
paid by the City of Mauldin, a municipal corporation 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 Deed Book 764 at page 265  
and Book \_\_\_\_\_ at page \_\_\_\_\_, and encroaching on my (our) land a distance of 280  
feet, more or less, and being that portion of my (our) said land 50 feet wide during construction and  
25 feet wide thereafter as same has been marked out on the ground, and being shown on a plat on  
file in the offices of the Clerk of the City of Mauldin 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 the following:

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 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 purpose  
of conveying sanitary sewage and industrial wastes, and to make such relocations, changes, renewals, substitu-  
tions, 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 there-  
after 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(s) 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 contiguous to said  
sewer pipe line, no claim for damages shall be made by the Grantor(s), \_\_\_\_\_ heirs or assigns,  
on account of any damage that might occur to such structure, building or contents thereof due to the opera-  
tion 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: *All trees cut  
down to be cut into 8ft lengths and left for  
gratator's use*

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(s) and seal(s) of the Grantor(s) herein and of the Mortgagee, if any,  
has hereunto been set this 10th day of Jan, 19 84

In the presence of:

1. Tillman Henderson Jr.

Tillman Henderson Jr. (SEAL)  
Grantor(s) (SEAL)

2. Vigil Henderson

by \_\_\_\_\_ (SEAL)  
Mortgagee

As to Mortgagee

by \_\_\_\_\_

Mortgagee

by \_\_\_\_\_

As to Mortgagee

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1801

1207 398

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