

\_\_\_\_\_  
Tax Map Number

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

**RIGHT OF WAY**  
(Sanitary Sewer)

**1. KNOW ALL MEN BY THESE PRESENTS: That**  
\_\_\_\_\_, (hereinafter called the “Grantor”), in  
consideration of \$ \_\_\_\_\_ paid or to be paid by  
\_\_\_\_\_ (hereinafter called the “Grantee”), does  
hereby grant and convey unto the said Grantee a right of way and easement over the land of  
Grantor situate in Greenville County, South Carolina, the deed to which is recorded in the Office  
of the Register of Deeds for Greenville County in Book \_\_\_\_\_ at Page \_\_\_\_\_, said  
lands being briefly described as: \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the “Grantor Property”).

2. The right of way and easement conveyed to Grantee by Grantor hereunder is shown on the drawing attached hereto as Exhibit A and incorporated herein by this reference. During construction, the right of way and easement area conveyed herein to Grantee shall have a total width of \_\_\_\_\_ feet, as more particularly shown on Exhibit A (hereinafter called the “Construction Right of Way”). Upon completion of the construction and installation of the sanitary sewer line, the right of way and easement conveyed herein to Grantee shall extend twelve and one-half feet (12.5) on each side of the centerline of the sanitary sewer line and shall have a total width of twenty-five (25) feet, as more particularly shown on Exhibit A (hereinafter called the “Permanent Right of Way”).

3. Grantor hereby represents and warrants that Grantor is legally qualified and entitled to grant the above referenced Construction Right of Way and Permanent Right of Way on the Grantor Property to Grantee. The Grantor further represents and warrants that there are no liens, mortgages, or other encumbrances on the Grantor Property, except as follows: \_\_\_\_\_ which is recorded in the Office of the Register of Deeds for Greenville County in Mortgage Book \_\_\_\_\_ at Page \_\_\_\_\_. The expression or designation "Grantor" wherever used herein shall be understood to include any mortgagee of the Grantor Property (if any).

4. The right of way and easement hereby conveyed to Grantee, its successors and assigns shall include the right and privilege of entering the Permanent Right of Way, and to construct, maintain and operate within the limits of the Permanent Right of Way, pipelines, 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, line connections 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 the Permanent Right of Way 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 the Permanent Right of Way across the Grantor Property 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 or other structure shall be erected over or within said Permanent Right of Way nor so close thereto as to impose any load on the pipe's lines.

5. It is acknowledged and agreed that the Grantor may plant crops within the Permanent Right of Way, provided however, that any such 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. Further, the use of the Permanent Right of Way by the Grantor shall not, in the opinion of the Grantee, interfere or conflict with the use of the Permanent Right of Way by the Grantee for the purposes herein mentioned, and that no use shall be made of the Permanent Right of Way that would, in the opinion of the Grantee, injure, endanger, or render inaccessible the sewer pipeline or their appurtenances.

6. Grantor hereby acknowledges and agrees that fences are not permitted in the Permanent Right of Way in any location that is parallel to the sewer line. In the event that Grantor desires to construct a fence that is perpendicular or otherwise crosses the Permanent Right of Way, the prior written consent of Grantee shall be required and said fence shall be constructed in compliance with all rules and regulations of Grantee.

7. The Grantor hereby acknowledges and agrees that in the event a building or other structure should be erected contiguous to the Permanent Right of Way, 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 negligence of operation or maintenance, of the Permanent Right of Way and said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

8. Grantor hereby acknowledges and agrees that the right of way and easement along with all other rights and privileges conveyed to Grantee hereunder may be assigned and transferred to Metropolitan Sewer Subdistrict d/b/a MetroConnects ("Metropolitan"). From and after the date of such assignment and transfer, Metropolitan shall be considered the Grantee under this agreement and shall be deemed the legal holder of all rights and privileges granted hereunder. Grantor hereby expressly consents to such assignment and transfer to Metropolitan.

9. All other or special terms and conditions of this right of way are as follows: \_\_\_\_\_

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10. The payment and privileges above specified are hereby accepted in full by Grantor as settlement of all claims and damages of whatever nature for the Construction Right of Way and Permanent Right of Way conveyed to Grantee hereunder.

11. In the event plans for said sewer lines are cancelled or altered and the Construction Right of Way and the Permanent Right of Way conveyed to Grantee hereunder is not needed, then such rights may be cancelled, and no money shall be due the Grantors. The payment of the consideration for the Construction Right of Way and Permanent Right of Way shall be made before construction commences.







Exhibit A – Location of Right of Way

(attached)