

State of South Carolina,  
COUNTY OF GREENVILLE

JUL 23 4 34 PM '70  
RIGHT OF WAY  
OLLIE FARNSWORTH  
R. M. C.

1. KNOW ALL MEN BY THESE PRESENTS: That George B. Hilliard

and Wilda M. Williard hereinafter called Grantor(s), in consideration of \$ 1.00 paid by Berea Public Service District Commission, a body politic 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 Grantor(s) 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 603 at page 178 and Book \_\_\_\_\_ at page \_\_\_\_\_, and encroaching on Grantor(s) land a distance of 112

feet, more or less, and being that portion of my(our) said land 25 feet wide during construction and

17 1/2 feet wide thereafter as same has been marked out on the ground, and being shown on a print on file in the offices of Berea Public Service District Commission and on file in the R. M. C. Office in Plat Book

111 at page 143.

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: mortgage to Fidelity Federal Savings and Loan

Association by G. D. Eberhardt dated May 9, 1958

which is recorded in the office of the R. M. C. of the above said State and County in Mortgage Book 746

at Page 334 and that Grantor 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 Mortgagee, 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, substitutions, 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 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 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), their 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, 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: As consideration for the grant of this right of way, Grantee agrees that Grantor will be permitted to tap on to sewer line at one location without charge. Grantee agrees to return premises to same condition as before construction or future servicing of the within described sanitary sewer. Grantee agrees to avoid as much as possible damage to two oak trees situate on the within described right of way. In the event said oak trees die within 12 months after the date of this right of way instrument, as a result of the installation of said sanitary sewer, Grantee agrees that it will at its option either replace said oak trees with like trees or pay to Grantor \$500.00 for each such oak tree that dies. 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 21st day of July 1970

In the presence of:

Hurman L. Smith  
Lisa D. Elmore  
Sam L. Poole  
Hurman L. Smith  
As to Grantor(s)  
As to Mortgagee

George B. Hilliard (SEAL)  
Wilda M. Williard (SEAL)  
Grantor(s)  
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION  
BY: Sam L. Elmore (SEAL)  
Mortgagee *pro p.*

B13.2-1-12.2

(Continued on next page)