VOL 1041 PAGE 649

State of South Carolina, 23 4 47 FH '78 COUNTY OF GREENVILLE SHARERSLEY

RIGHT OF WAY

1. KNOW ALL MEN BY THESE PRESENTS: That Sarah D. Jones
and Laura M. Jones hereinafter called Grantor(s), in consideration of \$ 1/70. 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 936 at page 181
and Book at page, and encroaching on Grantor(s) land a distance of
feet, more or less, and being that portion of my(our) said land40 feet wide during construction and
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 47 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:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
which is recorded in the office of the R. M. C. of the above said State and County in Mortgage Book 1216
at Page 257 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 Mortgage, 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 destrable; 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 therein granted shall not be construed as a waiver or abandonment of the right therein granted shall not be construed as a waiver or abandonment of the right therein granted shall not be construed as a waiver or abandonment of the right therein granted shall not be construed as a waiver or abandonment of the right therein granted shall not be construed as a waiver or abandonment of the right therein granted shall not be construed as a waiver or abandonment of the right therein granted shall not be construed as a waiver or abandonment of the right server 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
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 $\frac{24}{}$ day of $\frac{\text{Total}}{\text{In the last of }}$, 1976.
In the presence of: Series (SEAL)
As to Mortgagee B5.3-1-3

10

0