

State of South Carolina, }
 COUNTY OF GREENVILLE }

1979
 ASLEY
RIGHT OF WAY
 1113

1. KNOW ALL MEN BY THESE PRESENTS: That Clarence O. Timms
 and Margie M. Timms hereinafter called Grantor(s), in consideration of \$ 10.00 and o.v.c. |
 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 926 at page 531
 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 land 40 feet wide during construction and
25 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 Flat Book~~
 prepared by Piedmont Engineers, Architects and Planners entitled Sketch Showing Property
~~XX~~
 of Clarence and Margie Timms.

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

which is recorded in the office of the R. M. C. of the above said State and County in Mortgage Book 1208
 at Page 472 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 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,
 substitutions, replacements and additions of or to the same from time to time as said Grantee may deem de-
 sirable; 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 re-
 ferred 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, provid-
 ed: 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:

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 15 day of October, 1979.

In the presence of:
[Signature]
[Signature]
 As to Grantor(s).
[Signature]
[Signature]
 As to Mortgagee

[Signature] (SEAL)
 Clarence O. Timms
[Signature] (SEAL)
 Margie M. Timms
 Grantor(s)
FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION
 Mortgagee
 By [Signature]
 A.J.P.

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