

State of South Carolina, FARNSWORTH R.M.C. COUNTY OF GREENVILLE

RIGHT OF WAY

1. KNOW ALL MEN BY THESE PRESENTS: That TRIUNE BAPTIST CHURCH

and Grantor(s), in consideration of \$450.00 paid by Berea Public Service District Commission... is recorded in the office of the R. M. C. of said State and County in Deed Book 749 at page 466 and Book at page and encroaching on my(our) land a distance of 350 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...

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:

none

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

at Page 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 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...

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...

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), its 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...

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 7 day of June, 1970

In the presence of: B. D. Combs As to Grantor(s)

TRIUNE BAPTIST CHURCH (SEAL) BY: L.A. Smith (SEAL) Grantor(s) Chairman AND: Joseph J. Kelley (SEAL) Mortgagee

As to Mortgagee