

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

RIGHT OF WAY
(Sanitary Sewer Easement)

1. KNOW ALL MEN BY THESE PRESENTS: That _____ (hereinafter called the “Grantor”), in consideration of Five Dollars and No/100 Dollars (\$5.00) 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 Deed Book _____ at Page _____, said lands being briefly described as: All that certain piece, parcel or lot of land located at _____ and being shown and designated as Lot _____ (_____ acres) on that certain survey entitled “_____” prepared by _____ recorded in Book _____ at Page _____ in the Office of the Register of Deeds for Greenville County, South Carolina. (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. Upon completion of the construction and installation of the sanitary sewer line, the right of way and easement conveyed herein to Grantee shall extend five (5) on each side of the centerline of the sanitary sewer line and shall have a total width of ten (10) feet, as more particularly shown on **Exhibit A** (hereinafter called the “Right of Way”).

3. Grantor hereby represents and warrants that Grantor is legally qualified and entitled to grant the above referenced and Right of Way on the Grantor Property to Grantee.

4. The right-of-way and easement hereby conveyed to Grantee, its successors and assigns shall include the right and privilege of entering the Right of Way, and to construct, maintain and operate within the limits of the Right of Way, 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, 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 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 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 Right of Way nor so close thereto as to impose any load on the pipes lines.

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

6. Grantor hereby acknowledges and agrees that in the event a building or other structure should be erected contiguous to the Right of Way, no claim for damages shall be made by the Grantor, its successors 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 Right of Way and said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

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

8. 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 Right of Way conveyed to Grantee hereunder.

9. In the event plans for said sewer lines are cancelled or altered and the 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 Right of Way shall be made before construction commences.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has executed this Right of Way Agreement this _____ day of _____, 202__.

SIGNED, sealed and delivered
in the presence of:

GRANTOR:

Witness 1
Print Name: _____

By: _____
(Name)

Witness 2
Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

_____(SEAL)
Notary Public for State of South Carolina
Print Name: _____
My commission expires: _____

Exhibit A

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred (Right of Way and Easement) is located in Greenville County, South Carolina, being Greenville County TMS No. _____ and was transferred by _____ to _____ on _____, 20__.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____
(if exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is ____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ _____
 - (b) Place the amount listed in item 5 above here \$ _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____ Grantor _____.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

By: _____
(Name)

SWORN to before me this _____ day of _____, 20__.

Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) Transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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