

[insert TMS#]
Tax Map Number

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) **RIGHT OF WAY**
) (Sanitary Sewer)

1. **KNOW ALL MEN BY THESE PRESENTS:** That **STANLEY MARTIN HOMES, LLC**, a Delaware limited liability company (hereinafter called the “Grantor”), in consideration of \$10.00 paid or to be paid by **GREENVILLE COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereinafter called the “Grantee”), does hereby grant and convey unto the said Grantee a right-of-way and easement over a portion of 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 land being described in the referenced deed (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 twelve and one-half (12.5) feet on each side of the centerline of the sanitary sewer line and shall have a total width of twenty-five (25) feet, as more particularly shown on Exhibit A (hereinafter called the “Permanent Right of Way”).

3. Grantor hereby represents and warrants that Grantor is legally qualified and entitled to grant the above referenced Permanent Right of Way on the Grantor Property to Grantee. Grantor further represents and warrants that there are no liens, mortgages, or other encumbrances on the Grantor Property.

4. The right of way and easement hereby conveyed to Grantee, its successors and assigns shall include the right and privilege of entering the Permanent Right of Way, and to construct, maintain and operate within the limits of the Permanent 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 Permanent 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 Permanent 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 Permanent 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 Permanent 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 Permanent Right of Way by the Grantor shall not, in the opinion of the Grantee, interfere or conflict with the use of the Permanent Right of Way by the Grantee for the purposes herein mentioned, and that no use shall be made of the Permanent 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 fences are not permitted in the Permanent Right of Way in any location that is parallel to the sewer line. In the event that Grantor desires to construct a fence that is perpendicular or otherwise crosses the Permanent Right of Way, the prior written consent of Grantee shall be required and said fence shall be constructed in compliance with all rules and regulations of Grantee.

7. Grantor hereby acknowledges and agrees that in the event a building or other structure should be erected contiguous to the Permanent 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 Permanent Right of Way and said pipe lines or their appurtenances, or any accident or mishap that might occur therein or thereto.

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 Permanent Right of Way conveyed to Grantee hereunder.

9. In the event plans for said sewer lines are cancelled or altered and the Permanent Right of Way conveyed to Grantee hereunder are not needed, then such rights may be cancelled and no money shall be due the Grantor. The payment of the consideration for the Permanent Right of Way shall be made before construction commences.

[Signatures are on the following page]

IN WITNESS WHEREOF, the Grantor has executed this Right of Way Agreement this _____ day of _____, 2023.

SIGNED, sealed and delivered in the presence of:

GRANTOR:

STANLEY MARTIN HOMES, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Witness #1
Print Name: _____

Witness #2
Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of Stanley Martin Homes, LLC, a Delaware limited liability company, on behalf of Stanley Martin Homes, LLC.

Notary Public for _____
Print Name: _____
My commission expires: _____

EXHIBIT A

LOCATION OF RIGHT OF WAY