

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS) TITLE TO REAL ESTATE
) (DEED FOR EASEMENT
) AND RIGHT-OF-WAY)

KNOW ALL MEN BY THESE PRESENTS THAT, **Cherish Road, LLC** (hereafter called Grantor, whether one or more), for and in consideration of the sum of **One Dollar (\$1.00) and No Other Consideration**, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, **sell and release unto Easley Combined Utilities System, P.O. Box 619, Easley, S.C. 29641** (hereafter called Grantee), its successors and assigns, forever, a permanent easement and right-of-way thirty (30) feet in width, for the purpose of laying, constructing, installing, maintaining, operating, repairing, replacing and removing an **underground sanitary sewer line** or lines, or other utility services, and for support or incidental services related thereto, as selected by Grantee, its employees, agents, or consultants, under, through, over, and across lands of Grantor, described as follows:

See the attached Exhibit "A"

NOTICE IS HEREBY GIVEN THAT Grantor, **its successors and assigns, and Grantee** shall not allow any improvements to be made upon the easement and right-of-way which interfere with or obstruct Grantee's access to and use of the easement and right-of-way for the purposes described herein. This provision includes, but is not limited to, the absolute prohibition against fences or fencing being constructed or placed upon the easement and right-of-way which interfere with or obstruct Grantee's access to and use of the easement and right-of-way for the purposes described above. Grantee shall not be responsible or liable for the repair, replacement, or reimbursement of any loss or damage resulting from Grantee exercising its right to the use of this easement and right-of-way.

Grantee shall have the right of its employees, agents, and contractors to have access to the utility line or lines, and appurtenances thereto, along the easement and right-of-way or along such other route as may appear to them to do the least damage to Grantor's property, to inspect, repair and replace the utility line or lines and appurtenances thereto, **and to cut trees and other growth endangering the utility line or lines.**

After construction or repairs, Grantee shall restore the surface of the ground to approximately the same grade and surface which existed before construction.

Grantor shall not be held personally liable for the acts or omissions of subsequent owners in violation of the terms of this easement and right-of-way.

Grantor and Grantee acknowledge and agree that this deed contains the entire agreement between the parties, that all prior negotiations and agreements between the parties are merged into the terms of this deed, and that neither party has relied upon any representations made by the other party with respect to the subject matter of this deed unless such representations are specifically set forth herein.

Grantor acknowledges that Robinson Law Firm, P.A. represents Grantee in this transaction.

Grantor acknowledges and agrees that the consideration paid herein shall constitute a full and final release of all claims, including relocation assistance, which Grantor may have against Grantee with respect to the subject matter of this deed.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances thereto to said premises belonging or in any wise incident or appertaining, TO HAVE AND TO HOLD all and singular the premises before mentioned unto said Grantee, its successors and assigns forever. AND GRANTOR HEREBY BINDS Grantor, Grantor's heirs, successors, executors and administrators, to warrant and forever defend all and singular said premises unto said Grantee, its successors and assigns, against Grantor and Grantor's heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the undersigned Grantor has sets his, her, or its hand and seal this 10th day of August, 2016.

Signed, Sealed and Delivered in the Presence of:

Cherish Road, LLC

James M. Robinson
Cecile D. Murphy

By:

[Signature] (SEAL)



STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS) PROBATE

PERSONALLY appeared before me, the undersigned witness and make oath that (s)he saw the within named Grantor(s) sign, seal and as Grantor's act and deed deliver the within right-of-way and easement, and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to before me this 10th
day of August, 2016.

Carole D. Murphy

James M. Robinson
Notary Public for South Carolina

Print Name: James M. Robinson
My Commission expires: 8-12-21

**ROBINSON LAW FIRM, P.A.
P.O. BOX 738
EASLEY, S.C. 29641
864.859.7501**

EXHIBIT "A"

Property of Cherish Road, LLC

ALL that certain permanent easement or right-of-way 30 feet in width and being shown and designated as "APPARENT 30' R/W FOR FORCED MAIN" on plat prepared by Jay Dunn Land Surveyor dated April 29, 2015 and recorded July 17, 2015 in Plat Book 602, at Page 69 and incorporated herein.

This is a portion of the property conveyed to Cherish Road, LLC by Larry V. McWhorter and Sue S. McWhorter, Trustees of the Larry V. McWhorter Living Trust dated May 15, 2008 by deed dated September 11, 2015 and recorded in Deed Book 1713, at Page 133, in the Register of Deeds Office for Pickens County, South Carolina.

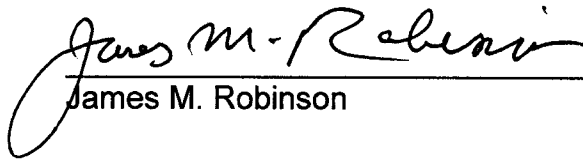
Portion of Parcel #5018-11-65-8502

STATE OF SOUTH CAROLINA)
) AFFIDAVIT FOR EXEMPT TRANSFERS
COUNTY OF PICKENS)

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is known as a portion of parcel no. 5018-11-65-8502, was transferred by Cherish Road, LLC to Easley Combined Utilities System on August 10, 2016.
3. The deed is exempt from the deed recording fee because: ~~§~~ #1
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

SWORN to before me this 10th
day of August, 2016.


James M. Robinson


Notary Public for South Carolina

Print name: Elizabeth R. Weaver
My Commission expires: 5-9-17