

JUL 21 1961 2291

RIGHT OF WAY GRANT

BOOK 678 PAGE 277

STATE OF SOUTH CAROLINA, GREENVILLE COUNTY.

JUL 10 1961

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of

Twelve and 40/100 ... ) DOLLARS

to the undersigned owner(s) paid by PLANTATION PIPE LINE COMPANY, receipt of which is hereby acknowledged, the undersigned hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s) to Plantation Pipe Line Company, a Delaware Corporation, its successors and assigns, a right of way and easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing pipe and appurtenances for the transportation as a common carrier for hire of oil, crude petroleum and refined petroleum products or combinations thereof or similar thereto, natural and artificial gas, casinghead and natural gasoline and any other liquids or gases, the Grantee to have the right to select the route, under, upon, over and through the lands situate in said State and County, more particularly described as follows:

All that lot of land in Greenville County, South Carolina in Oaklawn Township known as tract #6 in the division of the land belonging to the Estate of Luke Avery, 11 acres, more or less, described as follows: Beginning on a stone 3 x NM with lot #7 on W. A. McKelvey's line; thence S. 9 E. 16.85 chains to a stone 3 x OM; thence S. 72 3/4 W. 6.50 chains to a stone 3 x NM; thence N. 9 W. 16.85 chains to a stone 3 x; thence N 72 3/4 E. 6.50 chains to beginning. This being the tract conveyed to Willie Yeargin Anderson Horton by Oliver Avery by deed recorded in Book 214 at Page 9 in the Greenville County records.

SUBJECT to 2 acres in the northeast corner thereof and conveyed to A. D. Avery. (This easement is executed by the undersigned as a correction of the description and supplementary to that certain easement executed by Oliver Avery and recorded in Book 237 at Page 11 of the records of Greenville County, S. C. And is payment in full for the additional line rights covering the second pipe line to be laid on the present right of way crossing said land.)

with ingress and egress to and from said right of way.

And also the right to lay, construct, maintain, operate, alter, repair, remove and replace at any time additional line(s) of pipe adjacent to and parallel with the line above mentioned, subject to the same rights and conditions as apply to the original line, upon payment for each additional line so laid the consideration above named. It is agreed that all of said pipe lines shall be located within a strip of land thirty feet in width, the center line of which shall be the center line of the first pipe line hereafter installed by Grantee, over, upon, through, under and across said lands.

TO HAVE AND TO HOLD the said easement unto the Plantation Pipe Line Company, its successors and assigns, so long as a pipe line is maintained thereon.

The undersigned Grantor(s), (his, her, their, its) successors, heirs or assigns, reserve the right to use and enjoy the said premises, except as the same may be necessary for the purposes herein granted.

The undersigned covenant to and with Grantee, its successors and assigns, that the undersigned (is, are) the owner(s) of the above described lands and (has, have) the right, title and capacity to convey the right of way and easement hereby granted.

The Grantee, by the acceptance hereof, agrees to bury the pipe line(s) so that barring a subsequent change in the amount of cover, they will not interfere with the cultivation of seasonal crops. Grantee shall pay for all damages to crops, fences and timber that may be suffered by Grantor(s) by reason of the exercise by Grantee of any of the rights and privileges hereby granted, but after the first of said pipe lines has been laid Grantee shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the maintenance and operation of its pipe line system and appurtenances. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned, (his, her, their, its) successors, heirs or assigns; one by the Grantee, its successors or assigns, and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive. The Grantor(s) agree to leave such pipe line(s) undisturbed as to location and depth. It is agreed that the consideration herein stated also covers the grant of the right to Grantee of maintaining the aforesaid thirty foot strip of land clear of all trees, lakes, ponds, buildings and other structures.

It is understood and acknowledged by the undersigned that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on the Grantee.

IN WITNESS WHEREOF this instrument is signed and sealed this

day of July 3, 1961.

WITNESS:

1. S. B. MacIntosh
3021 S. Vermont Ave.
2. Ann Wessler
3021 S. Vermont Ave.

Willie Yeargin Horton (SEAL)
Willie Yeargin Horton (SEAL)
(SEAL)
(SEAL)

Map No. D-122.3 S.C. R/W No. 83-T Line Section 8-B
Draft No. Issued by