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L.L.#2-86

Map-122

FILED
JUN 16 1962
Mrs. Ollie Farnsworth
R. M. C.

JUN 16 1962

31146

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION of One Hundred thirty Five - - -no/100 - - - - - - - - - DOLLARS,

the receipt of which is hereby acknowledged, Robbie Godfrey (a Single Lady)

640 Edwards Street Woodruff, South Carolina

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipeline right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipeline for the transportation of liquids and/or gases on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple,

situated in Greenville County, State of South Carolina to-wit:

127-$\frac{1}{4}$ acres more or less, described in a Deed from Josie Godfrey to Robbie Godfrey and recorded in Deed Book 52 Page 40, in the office of the R.M.C. for Greenville County, South Carolina.

The Right of Way herein granted shall not excede Sixty (60') width.

Grantee agrees to pile timber cut during construction of said pipeline, on Grantors Land adjacent to the above 60' foot right of way.

together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create, or construct any obstructions, engineering works, or other structures over said pipe line nor permit the same to be done by others.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted.

Any pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other water course.

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipeline or pipelines substantially parallel to the first pipeline constructed by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of $ 135.00 for each additional pipeline constructed, said payment to be made before construction commences. Said additional pipeline or pipelines shall be subject to the same rights, privileges, and conditions as set forth in this Right of Way Easement.

~~[illegible]~~

The rights herein granted may be assigned in whole or in part.

The terms, conditions, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 1st day of Juna, 19 62.

Signed, sealed, and delivered in the presence of:

D.R. Foster

D.R.Foster

Dewey M. Fowler

Dewey M.Fowler

Robbie Godfrey (Seal)

Robbie Godfrey

(Seal)

(Seal)

(Seal)

Grantors

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