

LL# 2:17 &
2:19
MAP #119

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Forty Five DOLLARS,
the receipt of which is hereby acknowledged, Eulas E. Reese and Lethia Owens Reese, his wife

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:

25 acres, more or less and 2 1/2 acres; more or less, described in a Deed from Janie B. Beacham, et al to Eulas Reese and Lethia Owens Reese, dated December 7, 1959, in Deed Book 641, Page 495, all the above instruments recorded in the Office of the R.M.C. for Greenville County, South Carolina.

Any timber cut on Right of Way shall be left on Grantors land adjacent to said 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.

~~THE GRANTORS HEREBY GRANT AND CONVEY TO THE GRANTEE THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN AN ADDITIONAL PIPELINE OR PIPELINES SUBSTANTIALLY PARALLEL TO THE FIRST PIPELINE CONSTRUCTED~~

~~THE GRANTORS ON THE LANDS DESCRIBED ABOVE HEREBY GRANT AND CONVEY TO THE GRANTEE THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN PIPELINES OR PIPELINES SUBSTANTIALLY PARALLEL TO THE FIRST PIPELINE CONSTRUCTED~~

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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.

It is further agreed and understood that the right of way herein granted shall be seventy five (75) feet in width.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 12 day of June, 19 62

Signed, sealed, and delivered in the presence of

R. R. Mac Donald
J. William Campbell

Eulas E. Reese (Seal)
Eulas E. Reese
Lethia Owens Reese (Seal)
Lethia Owens Reese

Grantors (Seal)