(Sear)

AUG 11 1962

AUG 11 1962 Mrs. Offic Farnsworth 27 9

BOOK 704 PAGE 201

RIGHT OF WAY EASEMENT FOR AND IN CONSIDERATION OF DNE HUNDRED TEN DOLLARS AND NOTICO DOLLARS, the receipt of which is hereby acknowledged, D. E COOLEY AND WIFE VENNIE COOLEY 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, Greenville situated in___ ___County, State of South Carolina to-wit: 76.81 acres, more or less, and 28.32 acres, more or less, described in a Deed from W. H. Welborn to J. E. Cooley, dated October 23, 1939, in Deed Book 215, Page 95, recorded in the Office of the R. M. C. for Greenville County, South Carolina, 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 considerational iditional pipeling or pipelines substantially Grantee agrees to pay Grantors the pipeline constructed said payment to be made before construction the same rights, privileges, and conditions as set forth in this Rivi shall-be subject to It is agreed that any payment hereunder may be made direct to and payment so made shall be deemed and considered as payment to each of said Grantors, a 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 19 day of JULY 19 62 (Seal) Signed, sealed, and delivered in the presence of Vennie Cooley (Seal)

Grantors