

RECORDING FEE  
PAID \$ 1.50

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RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF FILED One hundred and twenty 30/100 DOLLARS,  
GREENVILLE CO. S. C.

the receipt of which is hereby acknowledged Ella D. Stewart  
JUL 24 1 50 PM '72

ELIZABETH RIDDLE  
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 pipe line right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipe line for the transportation of liquids and/or gases, ~~upon and along a route to be selected by Grantee, said right of way being~~ foot in width and extending foot from either side of the center line of the first pipe line installed hereunder, 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:

All the lands acquired by Ella D. Stewart from Sarah D. Thomason, formerly Sarah D. Martin, by Deed dated December 7, 1967 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 834, Page 643, reference being hereby made to said Deed and the Record Thereof for a more particular description of said lands and for all other purposes.

together with the right of unimpaird access to said pipe line and the right of ingress and egress on, over, and through Grantors' above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush.

Grantors covenant and agree that they will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This shall be a covenant running with the land and shall be binding on Grantors, their heirs and assigns.

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; provided, however, after the first pipe line has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights, granted herein.

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 watercourse.

~~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 pipe line or pipe lines substantially parallel to the first pipe line constructed by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ per rod for each additional pipe line constructed, said payment to be made before construction commences. Said additional pipe line or pipe lines shall be subject to the same rights, privileges, and covenants as set forth in this Right of Way Easement.~~

~~It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, or by depositing such payment to the credit of said Grantors, or any one of them in the Bank of and payment so made shall be deemed and considered as payment to each of said Grantors.~~

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, 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.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said Grantee, its successors and assignees, so long as said right of way and easements are used for the purposes granted herein.

The right of way herein granted shall be 75-feet in width and extending 37.5-feet from either side of the center line of Grantee's existing pipeline across said land. The pipeline to be installed hereunder shall be located and installed not less than 20-feet Easterly or Southeasterly of the center line of Grantee's said existing pipeline.

As a part of the consideration hereinabove set forth Grantee is hereby granted the right to use a strip of land 50-feet in width immediately adjacent to and on the Easterly or Southeasterly side of the right of way herein granted, as a temporary working space during the construction of the pipeline to be installed hereunder.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 19<sup>th</sup> day of May, 19 72

Ella D. Stewart (Seal)

Signed, sealed, and delivered in the presence of: \_\_\_\_\_ (Seal)

K. J. Williams \_\_\_\_\_ (Seal)

Eugene K. ... \_\_\_\_\_ (Seal)  
Grantors

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