

It is understood and agreed that this right of way and easement shall be appurtenant to the property of the Grantee situated on the south side of Balsam Street in the City of Greenville, County and State aforesaid and being known and designated as No. 10 Balsam Street, and shall run with the land, and shall be for the continuous use of the said G. R. FOWLER, his heirs and assigns, forever.

It is understood and agreed that the right of way to be used under this contract is to be in such width as is reasonably necessary to install and maintain said pipeline or lines, but not to exceed a maximum width of ten (10) feet. The entire right of way may be used for the purpose of installing the pipeline or lines. The location of said pipeline or lines is to be approximately along the center line of said easement, and no obstruction shall hereafter be placed on said right of way.

If in laying the pipeline or lines, it is necessary to cut any timber from the right of way, such timber shall be placed at the edge of the right of way on the land of the undersigned Grantor and shall be the property of the undersigned Grantor.

It is further understood that the owner is to have the right to cultivate and use this right of way strip of land provided such use thereof shall not interfere with the proper maintenance and free access to the pipeline or lines to be installed under this agreement. No buildings or other structures shall be placed on said right of way.

The payment above specified covers compensation for the easement or right of way, and also covers all claims for damages, including crops growing on the right of way, along said right of way resulting from construction of the pipeline or lines to be laid.

It is further agreed that in case of future damages to property or crops, due to entry upon said premises to maintain said pipeline that the Grantee, his heirs or assigns shall pay all actual damages to said property directly resulting from said entry.

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