RIGHT OF WAY EASEMENT

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FOR AND IN CONSIDERATION OF Ten & more DOLLARS

($ 10.00), the receipt and adequacy of which is hereby acknowledged, Curtis E. McKenzie and Doris T. McKenzie

hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell, convey, and warrant unto COLONIAL PIPELINE COMPANY, a Delaware corporation, 3390 Peachtree Road, NE, Atlanta, Georgia 30326, its successors and assigns, hereinafter referred to as Grantee, an indefeasible easement for a pipeline right of way with the right to construct, maintain, inspect, identify, operate, protect, replace, repair, change the size of, and remove, a pipeline and appurtenances, including markers, for the transportation of liquids, gases, solids, and/or mixtures of any or all thereof, upon and along a route to be selected by Grantee, said right of way being 70 feet in width and extending 25 feet from the Northerly side and 45 feet from the Southerly side of the center line of the pipeline installed hereunder, together with the right to use a strip of land 35 feet in width adjacent to the said right of way (upon the side thereof selected by Grantee) and running the length thereof, as temporary work space during construction of said pipeline, 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:

38.0 acres, more or less, described in a Deed from T.L. Maddox and Duffie H. Maddox to Curtis E. McKenzie and Doris T. McKenzie, Deed filed 5/14/76 (no deed date), recorded in Deed Book 1036, Page 334, records of Greenville County, South Carolina.

This easement is for the purpose of a single 4-6" pipeline.

said property through which said easement is granted being acquired by Grantors by deed(s) recorded in Deed Book 1036 at Page 334 (or Will filed in Probate File No. _____, or intestate succession from _____), together with the right of unimpaired access to said pipeline 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, structures, engineering works or other obstructions of any type whatsoever on the above-described right of way strip unless authorized in writing by Grantee. The Grantors agree to leave such pipelines undisturbed as to location and depth. These shall be covenants 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 pipeline 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, buildings, structures, engineering works and obstructions in the exercise of its rights granted herein.

The pipeline constructed hereunder 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 pipeline above the channel of any natural or man-made stream, ravine, ditch or watercourse.

Delay of Grantee in the use or exercise of any right or easement hereby granted, or in laying or installing the pipeline in or along said right of way, shall not result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate hereby granted.

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, easement, estate and privileges over, in, through, and to the above-described land unto the said Grantee, its successors and assigns, forever; and Grantors do hereby bind themselves and their respective heirs, successors, executors, administrators, and assigns to warrant and forever defend all and singular said rights and easements unto said Grantee, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 8th day of Feb, 1978.

Signed, sealed and delivered in the presence of:

Curtis E. McKenzie (Seal)

(Seal)

Doris T. McKenzie (Seal)

GRANTORS

ACCEPTED FOR COLONIAL PIPELINE CO.

SC 3414-1A (Rev. 7/77)

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