702:91

RIGHT OF WAY EASEMENT

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FOR AND IN CONSIDERATION OF Ten and more DOLLARS

($ 10.00), the receipt and adequacy of which is hereby acknowledged, We, the undersigned

Jeanne E. Thompson and Ted M. Thompson

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 45 25 feet from the Northerly side and 25 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:

71 acres, more or less, acquired by the Grantors herein by Will of M.N. Jones, Probated August 5, 1960, Probated Docket File, Apartment 739, File 1, Probate Records of Greenville County, South Carolina.

Use:
This easement is for the construction of one (1) 40" pipeline
Company agrees to mend, fertilize and repair all fences

said property through which said easement is granted being acquired by Grantors by deed(s) recorded in Deed Book _____ at Page _____ (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.

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