

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF ***One Hundred Fifty-Two and no/100** Dollars,
 the receipt of which is hereby acknowledged, Elbert P. Ridgeway

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,

situated in Greenville County, State of South Carolina to wit:

A tract or parcel of land lying and being in Greenville County, South Carolina, and being more fully described on a Warranty Deed from Calvin Ridgeway to Elbert P. Ridgeway, dated November 13, 1952, and recorded in Deed Book 467 at Page 55, of the records of Greenville County, South Carolina, to which reference is hereby made.

WHEREAS, by right of way agreement dated June 13, 1962, Elbert P. Ridgeway (Grantor) conveyed to Colonial Pipeline Company (Grantee) an easement for a pipeline right of way on, over, and through lands of Grantor acquired by Grantor from Calvin Ridgeway by deed dated November 13, 1952, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 467 at Page 55; and

WHEREAS, said right of way easement was recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 702, at Page 95; and

WHEREAS, the description of said lands of the Grantor contained in said right of way easement, as a result of a scrivens error, referred to said lands of Grantor as containing 192 acres instead of 292 acres as described in the deed referred to above from Calvin Ridgeway to the Grantor; and

WHEREAS, by this corrective right of way easement, the Grantor and Grantee herein now desire to correct this scrivens error.

All other conditions set forth in original easement remain exactly the same.

It is understood and agreed the above consideration includes full compensation in advance for all anticipated damages on both the permanent and temporary right of way caused by the construction of said pipeline.

together with the right of unimpaird 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 herein granted.

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 pipeline 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 pipeline 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 pipeline above the channel of any natural or man-made stream, ravine, ditch, or other water course.

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 pipeline or pipelines substantially parallel to the first pipeline constructed by Grantee on Grantors' land, above described, and Grantee agrees

to pay Grantors the sum of \$ 152.00 for each additional pipeline constructed, said payment to be made before construction commences. Said additional pipeline or pipelines shall be subject to the same rights, privileges, and conditions as set forth in this Right of Way Easement.

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