702.50 651

RIGHT OF WAY EASEMENT

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FOR AND IN CONSIDERATION OF Ten & 00/100 DOLLARS

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

E. F. GAULT AND WIFE, WILMA R. GAULT

This right-of-way Eastment is executed simultaneously with Construction Damage Release)

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 sixty (60) feet in width and extending ten (10) feet from the North side and fifty (50) feet from the South side of the center line of the pipeline installed hereunder, together with the right to use a strip of land Forty (40) 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:

40.14 acres, more or less, described in a Deed from H. A. Rogers to Wilma R. Gault and E. Franklin Gault, dated July 24, 1957, in Deed Book 579, Page 290 AND 19 1/2 acres, more or less, described in a Deed from J. W. King, Jr., to Adger Rogers in Deed Book 258, Page 276, both instruments recorded in the Office of the R. M. C. for Greenville County, South Carolina, and further described in Apartment 637, File 22, for Adger Rogers, dec., recorded in the Office of the R.M.C. for Greenville County, South Carolina, and further described in Apartment 637, File 22, for Adger Rogers, dec., recorded in the Office of the Probate Court for Greenville County, South Carolina, AND 19 1/2 acres, more or less, described in a Will from Adger A. Rogers to Wilma R. Gault, dated June 15, 1955, and in Deed Book 258, Page 275, recorded in the Probate Docket Apartment #637, File No. 22 in the Office of the R.M.C. for Greenville County, South Carolina.

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.

This right-of-way does not in any manner expand the right-of-way easement given by grantors to grantee by document dated July 9, 1962 and recorded in Deed Book 709, Page 82, R.M.C. Office for Greenville County (see below)

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.

[illegible]

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.

except expands the temporary work space for the construction of this second line for 40 more feet. This document further grants to grantee the right to construct one additional 40-inch pipeline within the same 60-foot right-of-way previously given to grantee, and upon completion of this second pipeline, the 40-foot temporary work space herein granted forever terminates. All the provisions set forth in the above referred to original right-of-way granted to grantee remain in full force and effect except as to temporary work space and any other provisions in this document inconsistent with the original right-of-way given dated July 9, 1962 shall be of no force and effect.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 3rd day of February, 19 78.

Signed, sealed and delivered in the presence of:

Kathleen A. Cooper

E. F. Gault (Seal)

Wilma R. Gault (Seal)

GRANTORS

(Seal)

4328 RV.2

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