

FOR AND IN CONSIDERATION OF TEN & 00/100

DOLLARS

\$ 10.00 DONXIE S. TANKERSLEY R.H.C. Buell E. Newton and Mary J. Newton, husband & wife

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, N.E., Atlanta, Georgia 30328, 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 65 feet in width and extending 35 30 feet from the Northerly side and 35 feet from the Southerly side of the center line of the pipeline installed hereunder.

All that certain lot of land lying in the County of Greenville, State of South Carolina, on the Western side of Old U.S. Highway 276, now State Highway 14, between Fountain Inn and Simpsonville and shown as a .39 A. on a plat of A.E. Green by J.O. Calmes, dated January, 1958, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of State Highway 14, at the edge of the right of way for said Highway and running thence S. 48-48 W., 45.5 feet, more or less, thence N. 55-58 W., 244.3 feet to an iron pin on the right of way of the C. & W.C. Railroad; thence N. 48-48 E., 99.2 feet, more or less, to a point on the right of way for said Highway; thence along the Highway right of way, S. 43-10 E., 236.3 feet to an iron pin at the point of beginning.

This easement is for one pipeline only.

said property through which said easement is granted being acquired by Grantors by deed(s) recorded in Deed Book 850 at Page 395 (or Will filed in Probate File No. ... or intestate succession from ...), together with the right of unimpaird 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.

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.

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, or by depositing such payment to the credit of said Grantors, or any one of them.

in the Bank of ... and payment so made shall be deemed and considered as payment to each of said Grantors.

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 2nd day of March, 1978.

Signed, sealed and delivered in the presence of:

Jack S. Chastain

Buell E. Newton (Seal)

Mary J. Newton (Seal)

GRANTORS

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