

GREENVILLE CO. S. C.

JUL 6 10 42 AM '78

RIGHT OF WAY EASEMENT

702:84-2

1082 723 630

FOR AND IN CONSIDERATION OF \$10.00 DOLLARS

John C. Leake, Jr.; Robert T. Leake; Mary R. Wright

hereinafter referred to as Grantors... COASTAL PIPELINE COMPANY, a Delaware corporation...

5.9 acres, more or less, lying and being in Fairview Township, more particularly described in a deed from Mary E. Leake to John C. Leake, Sr., dated October 2, 1969...

This easement is for a single pipeline only. It is further agreed that the Company will restore the topography of the land to its present state; Reseed and fertilize the surface; Remove or bury all rocks and debris below tillable depth.

said property through which said easement is granted being acquired by Grantors by deed recorded in Deed Book 753 at Page 393...

In addition to the above consideration, Grantor 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 Grantor exercising any rights herein granted...

The pipeline constructed hereunder by Grantor 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...

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 Grantor 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 herein.

TO HAVE AND TO HOLD said right and right of way, easement, estate and privileges over, in, through, and to the above-described land unto the said Grantor, 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 right and easements unto said Grantor, its successors and assigns, and against every person whatsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and encumbrances of record, if any.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and with the 28th day of Feb. 1978

Signed, sealed and delivered in the presence of: Jack S. Chastain, Catherine E. Leake, Jack S. Chastain, George L. Perry, Mary R. Wright, Jack S. Chastain

John C. Leake, Jr., Robert T. Leake, Mary R. Wright, GRANTORS ACCEPTED FOR COASTAL PIPELINE CO. BY: [Signature]

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

PERSONALLY approved the foregoing... through its duly authorized officers...

Jack S. Chastain

SPORN TO before me this 13th day of March 1978, I, Jay Pierce, My Commission Expires 10-12-1980

Recorded July 6, 1978 at 10:42 AM

1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000

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