



NOV 2 1962

BOOK 710 PAGE 181
LL #2:65
MAP #121

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Hundred One and No/100 DOLLARS,

the receipt of which is hereby acknowledged,

We, Frank S. Leake, Sr. and Ailene R. Leake, husband and wife

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:

. 67 7/8 acres, more or less, described in a Deed from S. L. Leake to F. S. Leake dated November 15, 1933, in Deed Book 167, Page 162, Recorded in the Office of the R. M. C. for Greenville County, South Carolina and further described in Apartment 460, File 9, Recorded in the Office of the Probate Court for Greenville County, South Carolina.

The right of way herein granted shall be seventy-five feet (75') in width during construction and shall revert to a permanent width of sixty feet (60') after construction.

The sixty feet (60') permanent right of way shall be defined as being thirty feet (30') on either side of the center line of the pipe line.

After construction, maintenance operations shall be confined to the sixty (60') feet right of way aforesaid.

This grant is for one pipe line only.

Should any rock or rocks of such size as would unreasonably interfere with ordinary cultivation of the above-described land, be placed on the surface or brought to the surface thereof, by reason of Grantee's construction operation thereon, Grantee agrees to remove same from the premises, or bury same below cultivation depth at a designated location on said property.

This agreement, along with construction damage release, constitutes total consideration for this Easement.

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 granted hereunder.

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

~~Grantors warrant that the above-described land is free from any and all liens, mortgages, judgments, or other encumbrances, and that the same is not subject to any and all claims of any third party.~~

~~Grantors warrant that the above-described land is not subject to any and all claims of any third party.~~

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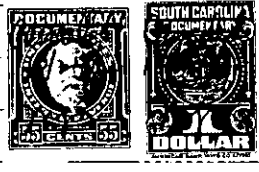
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The rights herein granted may be assigned in whole or in part.

The terms, conditions, 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.



IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 3 day of October, 1962.

Frank S. Leake, Sr. (Seal)
Frank S. Leake, Sr.

Ailene R. Leake (Seal)
Ailene R. Leake

Signed, sealed, and delivered in the presence of
Alderson C. Payne

Grantors (Seal)

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