LL #2:34.1

HAP #119

## RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF SIXTY-THREE AND 00/100

DOLLARS.

the receipt of which is hereby acknowledged, LILLIE MAE COKER AND HAROLD P. COKER

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 X TABLE X TO A SECTION AND THE PROPERTY OF THE PROPERTY

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: SAME 123 ACRES MENTIONED IN THE WILL OF R.O. COKER FILED IN THE OFFICE OF THE PROBATE COURT FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN APARTMENT 515, FILE 28. TOGETHER WITH THE RIGHT OF UNIMPAIRED ACCESS TO SAID PIPELINE AND THE RIGHT OF INGRESS AND EGRESS ON, OVER, AND THROUGH THE WITHIN-DESCRIBED RIGHT OF WAY FOR ANY AND ALL PURPOSES NECESSARY AND INCIDENT TO THE EXERCISE BY SAID GRANTEE OF THE RIGHTS GRANTED HEREUNDER. SAID INGRESS AND EGRESS TO BE OVER SAID RIGHT OF WAY ONLY. In addition to the above consideration, Grantee agrees to pay for ANY ACTUAL DAMAGE WHICH MAY BE DONE TO GROWING CROPS, TIMBER, FENCES, IMPONEMENTS, BUILDINGS, OR OTHER STRUCTURES DIRECTLY CAUSED BY GRANTEE EXERCISING ANY 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 Grantoes 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.

\*\*ANAMONE ACCUPATION OF THE PROPERTY OF THE PROPERT 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. As a part of the consideration hereinabove set forth, Crantors hereby grant unto said Crantee, 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 \$\_\_\_\_\_\_ 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. agreed that any payment hereunder may be made direct to said Granton, or any one of them, or by depositing such payment to THIS PIGHT OF WAY IS FOR ONE PIPELINE ONLY. and payment so made shall be deemed and considered as payment to each of said Granters. 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. The right of way hereby granted 75 feet wide during the period of INITIAL CONSTRUCTION AND 60 FEET WIDE ( 40 FEET ON ONE SIDE OF THE CENTER LINE AND 20 FEET ON THE OTHER SIDE OF THE CENTER LINE OF THE PIPELINE) THEREAFTER. IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 6 day of JULY mae Signed, sealed, and delivered in the presence of HAROLD P. COKER

Grantors

(Sear)