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PPL 461

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APR 2 1968
Mrs. Ollie Farnsworth
R. M. C.

Line Section 8-B
R/W No. 130.1

EASEMENT GRANT AND AMENDMENT

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

AFE-4400

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Forty Four and/100 DOLLARS ($44.00) to the undersigned owner(s), (GRANTOR) paid by Plantation Pipe Line Company, (GRANTEE) the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s) to Grantee, its successors and assigns forever, a right of way and easement for the purpose of constructing, maintaining, operating, altering, protecting, repairing, removing, changing the size of, and replacing pipe and appurtenances, including valves and rectifiers, for the transportation of oil, crude petroleum and refined petroleum products, or combinations thereof, or similar thereto, natural and artificial gas, casinghead, and natural gasoline and any other liquids, gases or solids, under, upon, over and through the land situate in said State and County, more particularly described as follows:

All that piece or parcel of land situate in Austin TWP., Greenville County, South Carolina. Containing: 165 acres of land, more or less, as described in deed recorded in Book 318, Page 117, Greenville County Records.

And also any other lands owned or claimed by said Grantor adjacent to the lands particularly described above, together with the right of ingress and egress and unimpaired access over and across the above described lands and adjacent lands of the Grantor for all purposes incident to said right of way and easement and the right of division or assignment in whole or in part of all rights herein granted.

This instrument supplements and amends original easement and right of way grant (or grants) in which Grantee was the grantee pertaining to the above described property and which is recorded in the Office of Register of Mesne Conveyances, or Office of Clerk of Court of said County in South Carolina, Book 238 at page 158. Such grant (or grants) is hereby amended so that the second paragraph thereof shall read as follows: And also the right to lay, construct, maintain, operate, alter, protect, repair, remove and replace at any time additional line(s) of pipe generally parallel with the line above mentioned, with payment for each additional line to be the consideration above named. It is agreed that all of said pipelines shall be located within a strip of land fifty feet in width. The center line of the thirty foot strip covered by the original grant (or grants) is the Grantee's 12/10-inch pipeline and the twenty foot additional strip covered by this instrument lies contiguous to said thirty foot strip on the side thereof on which the first additional pipeline shall hereafter be installed by Grantee.

It is the intention of the Grantor to, and Grantor does, give, grant, bargain, sell, convey and warrant to Grantee the easements, rights and privileges aforesaid under, upon, over and through an additional strip of land twenty feet in width contiguous to the original thirty foot strip so that the thirty foot strip provided for in the original grant (or grants) shall hereafter be one fifty foot strip. The consideration stated herein shall also compensate for the construction of an additional pipeline on said fifty foot strip. The parties agree and confirm that Grantee may use such area contiguous to the aforesaid fifty foot strip as may be reasonably necessary in the exercise of its easement rights.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to crops, fences, and timber directly caused by Grantee exercising any rights herein granted; provided, however, after the first pipeline has been installed following the execution of this instrument, Grantee shall have the right, without payment of damages, to keep the said fifty foot right of way clear of trees, undergrowth, lakes, ponds, buildings, structures and other improvements.

Delay of Grantee in locating or determining the additional right of way herein conveyed, or in the user of any other right or easement hereby granted, or in the laying or installing any line or additional lines in or along said rights of way, shall not result in the loss, limitation, or abandonment of any of the right, title, interest, easement or estate hereby granted. All of the grants, rights, privileges, easements, terms and conditions of the Grantee's original easement grant(s) hereinabove described or referred to are hereby ratified and confirmed with respect to the lands hereinabove described and the said fifty foot strip except as the same are specifically amended and supplemented hereby.

The terms and provisions hereof shall inure to and be binding upon the parties hereto, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, this instrument is executed, signed and sealed by the undersigned this 26th day of March, 1968.

WITNESSES:

R. E. Witty

Pearl W. Witty

Frank J. Hipps (SEAL)

William Hipps (SEAL)

Louise Hipps (SEAL)

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