



JUN 16 1962

LL#2:21
Map 119

31146

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Forty Eight No/100 DOLLARS,

the receipt of which is hereby acknowledged, Sarah Ellen McKelvey Tolen, a widow

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 Green ville County, State of South Carolina to-wit:

150 acres, more or less, described in a Deed recorded in Deed Book 92, Page 236,

in the Office of the R.M.C. for Greenville County, South Carolina and also

set out in Apartment 583, File 02 for Flora M. McKelvey, dec., recorded in

the Office of the Probate Court for Greenville County, South Carolina.

together with the right of unimpaired 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.

~~As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, 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.

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.

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.

RIGHT OF WAY TO BE 75 FEET WIDTH -

It is further agreed and understood that the right of way herein granted

shall be seventy five (75) feet in width.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 1st day of June, 19 62

Sarah Ellen McKelvey Tolen (Seal)

Sarah Ellen McKelvey Tolen (Seal)

_____ (Seal)

_____ (Seal)

Grantors

Signed, sealed, and delivered in the presence of

J. Berry
Jola Ruth Berry

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