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Recor

SEP 211966

BOCK 806 FAGE 343 .WYCHE, BURGESS, FREEMAN & PARHAN BOX 10207, GREENVILLE, S. C.

O RIGHT OF WAY EASEMENT

receipt of which is hereby acknowledged, and the cancellation of a portion of a

portion of a previous Right-of-Way Easement executed by Nellie (Nell) K.

Hopkins,

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 pipe line right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipe line for the transportation of liquids and/or gases, upon and along a route to be selected by Grantee, said right of way being shown as the shaded area on plat attached hereto and incorporated incorporated therein the shaded area on plat attached hereto and incorporated the shaded area on plat attached hereto and incorporated the shaded area on plat attached hereto and incorporated the shaded area of the shaded area.

distances thereof being also shown on said plat.

Colonial Pipeline by accepting this right-of-way easement agrees that the same shall, as to the length of right-of-way shown hereon, replace and supersede that corresponding section of said right-of-way granted by Grantor on July 30, 1962, by Right-of-Way Easement recorded in the office of the R.M.C. for Greenville County in Deed Book 705, at page 345.

together with the right of unimpaired access to said pipe line and the right of ingress and egress on, over; and through Grantors' above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush.

Grantors covenant and agree that they will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This shall be a covenant running with the land and shall be binding on Grantors, their heirs and assigns.

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; provided, however, after the first pipe line has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights granted berein.

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 watercourse.

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 pipe line or pipe lines substantially parallel to the first pipe line constructed by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of per too for each additional pipe line constructed, said payment to be made before construction commences.

Said additional pipe line or pipe lines shall be subject to the same rights, privileges, and covenants as set forth in this Right of Way Easement.

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 he binding upon the heirs, executors, administrators, personal representives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said Grantee, its successors and assignees, so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their		4	1- +61-	/ day	. Apr	·il 1	966
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Signed, sealed, and delivered in the presence of:

(Seal)

Nellie (Nell) K. Hopkins

(Seal)

(Seal)

(Continued on next page)