

GREENVILLE CO. S.C.

11 6 10 42 PM '78 RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF \$1.00 and NO/100-

1082 rev 6.30

702:84

DOLLARS

\$10.00, the receipt and adequacy of which is hereby acknowledged. John C. Leake, Jr.; Robert T. Leake;  
Mary R. Wright

Grantor referred to as Grantor, whether one or more, do hereby grant, bargain, sell, convey, and warrant unto COASTAL PIPELINE COMPANY, a Delaware corporation, 100 Peachtree Road, NE, Atlanta, Georgia 30303, its successors and assigns, Grantee referred to as Grantee, an indefeasible easement for a pipeline right of way with the right to construct, maintain, inspect, dredge, operate, project, replace, repair, change the use of, and otherwise, a pipeline and appurtenances, including structures, for the transportation of liquids, gases, solids, and/or materials of any or all character, upon and along a route to be selected by Grantee, and right of way being \_\_\_\_\_ feet in width and extending \_\_\_\_\_ feet from the \_\_\_\_\_ side of the center line of the pipeline selected hereunder, together with the right to use a strip of land \_\_\_\_\_ feet in width adjacent to the said right of way upon the side thereof selected by Grantee and running the length thereof, as temporary work space during construction of said pipeline, on, over, and through the following described lands, of which Grantor warrants they are the owners in fee simple, situated in Greenville County, State of South Carolina, to-wit:

5.9 acres, more or less, lying and being in Fairview Township, more particularly described in a deed from Mary E. Leake to John C. Leake, Sr., dated October 2, 1969, and recorded in Deed Volume 853, page 393 in records in the Office of Register of Deeds Conveyances of Greenville County, South Carolina.

This easement is for a single pipeline only.  
It is further agreed that the Company will restore the topography of the land to its present state; Reseed and fertilize the surface; Remove or bury all rocks and debris below fillable depth.

and property through which said easement is granted being acquired by Grantee by deed(s) recorded in Deed Book 153 at Page 373 for \$25.00, together with the right of entry for File No. \_\_\_\_\_ or interests hereinfrom, \_\_\_\_\_, and through Grantee's above-described land for any and all purposes necessary and incident to the enjoyment and use of said pipeline and the right of ingress and egress on, over, and through Grantee's above-described land for any and all purposes necessary and incident to the exercise of said Grantor's rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush. Grantee covenants and agrees that they will not expand, widen, or construct buildings, structures, engineering works or other obstructions of any type whatsoever on the above-described right of way strip unless authorized in writing by Grantee. The Grantors agree to leave such pipelines undisturbed as to location and depth. These shall be covenants running with the land and shall be binding on Grantees, 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 pipeline 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, buildings, structures, engineering works and obstructions in the exercise of its rights granted herein.

The pipeline constructed hereunder 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 Grantee's use of said land for normal cultivation required for the planting and tending of crops, except that Grantee, at its option, may construct its pipeline above the channel of any natural or man-made stream, ravine, ditch or watercourse.

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.

Delay of Grantee in the use or exercise of any right or easement hereby granted, or in laying or installing the pipeline in or along said right of way, shall not result in the loss, diminution or abandonment of any of the rights, title, interest, claim or estate hereby granted.

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 be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said right and right of way, easement, estate and privileges over, in, through, and to the above-described land unto the said Grantee, its successors and assigns, forever, and Grantees do hereby bind themselves and their respective heirs, successors, executors, administrators, and assigns to -waive and forever defend all and singular said rights and interests unto said Grantee, its successors and assigns, and against every person whatsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and covenants of record, if any.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and date the 28<sup>th</sup> day of Feb. 1978.

Signed, sealed and  
delivered in the presence of:  
Jack S. Chastain  
Catherine C. Leake  
Jack S. Chastain  
George C. Leake  
John C. Leake  
Jack S. Chastain

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

PERSONALLY appeared the undersigned witness and made oath that he saw the within Grantor of a corporate格，and corporation as in act and deed acting by and through his duly authorized officers named above were, and are, the Grantee's act and deed, deliver the within Right of Way Easement and that it is with the other witness above signed the execution thereof.

STATE TO before me

13<sup>th</sup> day of March 1978

I, Hayne L. Peeler, Notary Public for South Carolina

My Commission Expires 10-12-1980

Recorded July 6, 1978 at 10:42 AM #400

JUL 9 1978  
CITY OF GREENVILLE  
CLERK'S OFFICE  
RECEIVED

[4328 RV.2]