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BOOK 711 PAGE 21  
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MAP #119

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF RELEASE OF RIGHT OF WAY DATED JULY 3, 1962

the receipt of which is hereby acknowledged, MARVIN C. WOODSON, husband of Sarah S. Woodson

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, or alter~~ 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 GREENVILLE County, State of SOUTH CAROLINA to-wit:

269.09 ACRES, MORE OR LESS, DESCRIBED IN A DEED FROM ANNA H. BRUCE TO MARVIN C. WOODSON, DATED DECEMBER 22, 1942, IN DEED BOOK 250 PAGE 30; AND DESCRIBED IN A DEED FROM J. B. WOODSON & RALPH L. WOODSON TO MARVIN C. WOODSON, DATED NOVEMBER 1, 1954, IN DEED BOOK 511 PAGE 204; AND DESCRIBED IN A DEED FROM HENRY F. WOODSON TO H. C. WOODSON, DATED JULY 5, 1952, IN DEED BOOK 459, PAGE 151, ALL RECORDED IN THE OFFICE OF THE CLERK OF 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 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, IMPROVEMENTS, BUILDINGS, OR OTHER STRUCTURES DIRECTLY CAUSED BY GRANTEE EXERCISING ANY RIGHTS HEREIN GRANTED

~~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 ~~repeal 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 crosses a stream~~ 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.~~

~~Grantors agree that any payment hereunder may be made direct to said Grantors for any one of them or by deposit 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.

THE RIGHT OF WAY HEREIN GRANTED IS 60 FEET WIDE (25 FEET ON THE NORTHWEST SIDE OF THE CENTER LINE OF THE PIPE LINE AND 35 FEET ON THE SOUTHEAST SIDE OF THE CENTER LINE OF THE PIPE LINE) DURING THE PERIOD OF INITIAL CONSTRUCTION AND 35 FEET WIDE (10 FEET ON THE NORTHWEST SIDE OF THE CENTER LINE OF THE PIPE LINE AND 25 FEET ON THE SOUTHEAST SIDE OF THE CENTER LINE OF THE PIPE LINE) THEREAFTER.

\*SURVEY AND ADJACENT TO THE FIRST SURVEY.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 11TH day of OCTOBER, 19 62

Marvin C. Woodson (Seal)  
Marvin C. Woodson

Signed, sealed, and delivered in the presence of

Lonnie D. Stith  
E. Randolph Star

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\_\_\_\_\_  
Grantors (Seal)

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