



BOOK 728 PAGE 290

LL #2:34
MAP #119

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Hundred Fifty Six and NO/100----- DOLLARS,

the receipt of which is hereby acknowledged, Harold Coker, a single man

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 Greenville County, State of South Carolina to-wit:

51.10 acres, more or less, described in a deed from Marion Coker, Trustee to Harold P. Coker, dated July 18, 1951, recorded in deed book 439, page 30 and 52.30 acres, more or less, described in a deed from R. O. Coker to Harold P. Coker, dated December 2, 1938, recorded in deed book 207, page 292, both instruments recorded in the Office of the R.I.C. 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 within-described right of way 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 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 construction 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.~~

~~This right of way is for one pipeline only.~~

~~by Grantee on Grantors' land above described and Grantee agrees to pay Grantors the sum of \$100.00 for each foot of pipe line constructed; said payment to be made before commencement of said additional pipeline or pipeline shall be constructed.~~

~~It is agreed that any payment hereunder may be made in cash or by check or by depositing such payment on~~

~~the credit of said Grantors or any one of them in the _____ Bank of _____ and payment so made shall be deemed in full and final payment of said amount.~~

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 hereby granted is 75 feet wide during the period of initial construction and 60 feet wide (30 feet on each side of the center line of the pipe line) thereafter.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 27th day of June, 1963.

Signed, sealed, and delivered in the presence of



Harold Coker (Seal)

Harold Coker (Seal)

(Seal)

(Seal)

Grantors

continued on next page

For Grantor's Representative Grant of Way Easement See Deed Book 951 Page 551