

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF ***One Hundred Ten and no/100** DOLLARS

\$ 110.00, the receipt and adequacy of which is hereby acknowledged.

J. E. COOLEY AND WIFE, VENNIE COOLEY

hereinafter referred to as Grantee (whether one or more), do hereby grant, bargain, sell, convey, and warrant unto COLONIAL PIPELINE COMPANY, a Delaware corporation, 1340 Peachtree Road, N.E., Atlanta, Georgia 30326, its successors and assigns, hereinafter referred to as Grantor, an indefeasible easement for a pipeline right of way with the right to construct, maintain, inspect, identify, operate, protect, replace, repair, change the size of, and remove, a pipeline and appurtenances, including markers, for the transportation of liquids, gases, solids, and/or mixtures of any or all thereof, upon and along a route to be selected by Grantor, said right of way being Fifty (50) feet in width and extending Twenty-Five (25) feet from the North side and Twenty-Five (25) feet from the South side of the center line of the pipeline installed hereunder, together with the right to use a strip of land Forty (40) feet in width adjacent to the said right of way (upon the side thereof selected by Grantor) 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 warrant they are the owners in fee simple, situated in Greenville County, State of South Carolina, to wit:

A tract or parcel of land lying and being in Greenville County, South Carolina, and being more fully described on a Warranty Deed from W. H. Welborn to J. E. Cooley, dated October 23, 1939, and recorded in Deed Book 215 at Page 95, of the records of Greenville County, South Carolina, to which reference is hereby made.

It is understood and agreed the above consideration includes full compensation in advance for all anticipated damages on both the permanent and temporary right of way caused by the construction of said pipeline.

It is further understood by and between the parties hereto that time is of the essence of this Agreement and that the construction work for installation of a pipeline as referred herein shall be completed on or before 18 months from date. In the event said construction has not been completed at that time, then any monies paid shall be forfeited to Vennie Cooley. If construction is to be completed after said date, then a new agreement must be entered into by the parties hereto.

Condition of land shall be returned to same as before the construction.

said property through which said easement is granted being acquired by Grantee by deed(s) recorded in Deed Book _____ at Page _____ or Will (and in Probate File No. _____ or intestate succession from _____), together with the right of unimpeded access to said pipeline and the right of ingress and egress on, over, and through Grantor's 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. Grantor covenant and agree that there will not be imposed water 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 Grantee agree to leave such pipeline undisturbed as to location and depth. These shall be covenants running with the land and shall be binding on Grantee, 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 at the expense 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 Grantor'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 Grantee, or any one of them, or by depositing such payment to the credit of said Grantee, or any one of them,

in the _____ Bank of _____ and payment so made shall be deemed and considered as payment to each of said Grantees.

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 herein.

TO HAVE AND TO HOLD said rights and rights of way, easement, estate and privileges over, on, through, and to the above-described land unto the said Grantee, its successors and assigns, forever; and Grantor do hereby bind themselves and their respective heirs, successors, executors, administrators, and assigns to warrant and forever defend all and singular said rights and easements 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 easements of record, if any.

IN WITNESS WHEREOF, the Grantee herein have hereunto set their hands and with this 29th day of November, 1977.

Signed, sealed and delivered in the presence of

[Handwritten signatures of J. E. Cooley and Vennie Cooley]

X [Signature] (Seal)

_____ (Seal)

_____ (Seal)

GRANTORS

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