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A tract or parcel of land lying and being in Greenville County, South Carolina, and being more fully described on a Warranty Deed from Ruth H. Cooley to Realistic Builders, Inc., dated August 27, 1976, and recorded in Deed Book 1041, at Page 972, 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.

Damages paid on this property did not include any damage done off the right of way or any damages that may occur to the structure of a house and pool located along the side of the right of way. Grantee will repair or replace any and all fences removed during construction.

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

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 installa- (over)

unimpaired acress to said pipeline and the right of ingress and egress on, over, and through Granton' above-described land for any and all purposes necessary and incident to the essence by said Grantee of the rights granted berender, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush. Granton covenant and agree that they will not impound water or construct buildings, structures, engineering works or other obstructions of any type whatoever on the above-described right of way strip unless authorized in writing by Grantee. The Grantons agree to leave such pipelines undisturbed as to location and depth. These shall be covenants running with the land and shall be binding on Grantons, their heirs and awigns.

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, sences, 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, heavil, buildings, structures, engineering works and obstructions in the exercise of its rights granted herein.

The pipeline constructed bereunder 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 Grantees 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.

is the		Back of	and payment so made shall be deemed and considered as payment to
	said Grantors.		
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	-	ble and assignable in whole or in part.	
and as	signs of the parties hereto.		se binding upon the heirs, executors, administrators, personal representatives, succesves,
and as singula	siens, forever; and Grantors do	hereby bind themselves and their respective heirs, said Grantee, its successors and assigns, and again	es over, in, through, and to the above-described land unto the said Grantee, its successors successors, executors, administrators, and assigns to warrant and forever defend all and list every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantors herein have bereunto set their hands and seals this 13th day of December 19 77

Signed, scaled and delivered in the presence of:

- Chall Occ Cronelelf
- Carl Warr

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GRANTORS

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