

Line No. Greenville
R/W No. 57

RIGHT OF WAY AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Know all men by these presents that for and in consideration of the sum of \$ 222.00 (two hundred and twenty two and 00/100) paid to _____

_____ (hereinafter designated grantor), the receipt of which is hereby acknowledged, the grantor hereby bargains, sells and conveys unto Piedmont Natural Gas Company, Incorporated, a New York corporation (hereinafter designated grantee), and its successors and assignees, a right-of-way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines (with valves, regulators, meters, fittings, appliances, tie-overs, and appurtenant facilities) for the transportation of gas, oil, petroleum products, or any other liquids, gases, or substances which can be transported through a pipe line, the Grantee to have the right to select the route (the laying of the first pipe line to constitute the selection of the route by the Grantee), under, upon, over, through and across the lands of Grantor, or in which the Grantor has an interest situate in Gantt Township, Greenville County, South Carolina, conveyed by the deeds recorded in Book 55, page 227, Book 7, page 227, Book _____, page _____, etc., in the office of the Registrar of Mesne Conveyances of Greenville County, (or devised by the will recorded in Wills Book _____ page _____ in the office of the Probate Court of _____ County), and described as follows:

All those two tracts or parcels of land in Gantt Township, County and State aforesaid, first known as the Mill Tract No. 8 of the John Kerns Estate, containing 1/4 3/4 acres, more or less, beginning at an iron pin, corner of Tract Nos. 4 and 7; thence due East 12.46 chs. to an iron pin; thence N. 2- E. 10.30 chs; thence Northwest 9.30 chs. to an iron pin; thence N. 88 1/2 E. 1.17 chs. to iron pin; thence S. 18 W. 1858 chs. to the beginning.

No. 2--Known as Tract No. 11 of said John F. Kerns Estate, containing 18 1/2 acres, more or less, as follows: Beginning at an iron pin at corner of Tract Nos. 8 and 10; thence S. 88 E. 19.25 chs. to an iron pin; thence N. 29 W. 22.80 chs. to an iron pin; thence along meanders of said creek to a point in said creek and thence S. 2 E. 10.30 chs. to the beginning corner.

All that certain tract of land situate on the east side of Grove Road, in Gantt Township, in the County of Greenville, State of South Carolina, having the following meter and bounds;

BEGINNING At a stake in Grove Road, corner of J. T. Granger, and running thence with the line of J. B. Granger S. 35-25 E. 1678 feet to an iron pin on corner of branch (corner of land conveyed by J. T. Granger to S. H. Hollingsworth); thence with Hollingsworth's line, down said branch, S. 8-45 W. 710 feet to a point in branch; thence S. 12-30 E. 154 feet to a stake, T. B. White's corner; thence W. 83-30 N. crossing said branch, 1924 feet to a stake in Grove Road, Charlie's corner; thence with Grove Road, N. 5-32 E. 2.75 feet to the beginning, as shown by survey and plat made by H. E. Dalton, October, 1916, containing 36.55 acres, more or less, and being the east portion of the land conveyed by C. C. Good to J. T. Granger by deed recorded in Vol. 900, page 71.

There is included in this grant the right from time to time to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time one or more additional lines of pipe and appurtenances thereto including without limitation corrosion control equipment; provided, however, that for each additional line laid after the first line is laid the grantee shall pay the grantor or his heirs or assignees \$1.00 per lineal rod of additional pipe line laid under, upon, over or thru the aforescribed land, or such proportionate part thereof as the grantor's interest in said land bears to the entire ownership thereof.

The grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including without limitation the free and full right of ingress and egress over and across said lands and other lands of the grantor to and from the area specifically covered by this grant of easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance and repair of said pipe lines; and the grantee shall have the right to assign this grant in whole or in part.

To have and to hold said right-of-way and easement unto said grantee, its successors and assignees, until such first pipe line be constructed and so long thereafter as a pipe line is maintained upon said land, and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assignees to warrant and forever defend all and singular said premises unto the grantee, its successors and assignees, against the claims of all persons whomsoever.

The grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber, or fences from the construction, maintenance and operation of said pipe lines; such damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the undersigned, one by the grantee, its successors or assignees, and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

The grantor may fully use and enjoy said land and premises, except for the purposes granted to the grantee and provided the grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

All payments hereunder may be made direct to the grantor or to _____ who is hereby appointed agent and authorized to receive and receipt therefor, or, at the option of the grantee, such payments may be made by depositing them in _____ Bank, at _____, to the credit of the grantor or said agent.

The grantor represents that the above described land is rented to _____ until _____, 19____.

It is understood and acknowledged by the undersigned that the person securing this grant is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on the grantee.

IN WITNESS WHEREOF this instrument is signed and sealed this 3rd day of Oct, 1951.

WITNESSES:
J. S. Stripling _____
D. Mitchell _____
William E. or W. E. Holt (Seal)
Race Teal Holbrook (Seal)

_____ (Seal)