

BOOK 451 PAGE 216

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, ~~their~~ successors, heirs or assignees, 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 no one 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 27th day of September, 1951.

WITNESSES:

J. E. Stripling
Velma Coy
R. C. Jancee

Mary B. Terry (Seal) ✓
Frank C. Watson (Seal) ✓
Stanley J. Coy (Seal) ✓
Mrs J. J. Coy (Seal) ✓

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Personally appeared before me J. E. Stripling and made oath that he saw the within named Mary B. Terry, Frank C. Watson, Stanley J. Coy and Mrs. J. J. Coy sign, seal and, as their act and deed, deliver the within written Right of Way Agreement for the uses and purposes therein mentioned, and that they with Velma Coy witnessed the execution thereof.

SWORN to before me this 27th day of September, 1951.
J. E. Stripling (L.S.)
Notary Public for South Carolina

J. E. Stripling

(Seal)

STATE OF SOUTH CAROLINA

COUNTY OF North Richland

RENUNCIATION OF DOWER

Lula (sp) Coy do hereby certify unto whom it may concern, that Mrs. Lula (sp) Coy, the wife of the within-named S. J. Coy, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named PIEDMONT NATURAL GAS COMPANY, INC., its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this 19 day of January, 1952.
Lula (sp) Coy (L.S.)
Notary Public for South Carolina

Mrs Lula (Mrs S J) Coy

Recorded February 18th. 1952 at

3:16 P. M. #3984

(Seal)