FILED
GREENVILLE CO.
JUL 3 9 21 AM 1963
OLLIE FARNSWORTH
R.M.C.

BOOK 726 PAGE 441

Line No. _____
R/W No. _____

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 $ 1.00, paid to Southern Bleachery and Print Works, Inc.

_____ (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 near Taylors, ~~Township,~~ in Greenville County, South Carolina, ~~conveyed by the deeds recorded in Book _____ page _____, Book _____ page _____, Book _____ page _____, etc., in the office of the Registrar of Mesne Conveyances of County, or devised by the will recorded in Will Book _____ page _____ in the office of the Probate Court of County, and described as follows:~~

said right-of-way being more particularly shown on plat entitled "Proposed 6" Steel Gas Main on North Side of Mill Street - Crossing Sou. Bleach. & Print Works Property From E. Main St., Taylors, to Meter Station" dated June 24, 1963.

~~There is included in this grant the right from time to time to make by contract, maintain, operate, alter, repair, remove, change size of and replace at any time or from time to time one or more additional lines of pipe and appurtenances thereto without limitation, consisting of the number of pipes and of the size and type described herein, and to pay the Grantor or heirs or assignees $1.00 per linear rod of additional pipe line laid under, upon, over or and the consideration herein paid is upon the basis of 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, _____ 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 for the grantor for the purpose of receiving payment. Payment made to depositary _____ or _____ or _____ or _____ to _____, _____~~

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 27 day of June, 1963.

WITNESSES:
Robert F. Thompson
D. W. Elheredge

SOUTHERN BLEACHERY AND PRINT WORKS, INC.
_____ (Seal)
By W. Selby Pres (Seal)
R. R. Asbury Secy. (Seal)
_____ (Seal)

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