



SUBDIVISION AND AIRSTRIP RUNWAY AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of OCTOBER, 1984, by and between PLANTATION PIPE LINE COMPANY, a Delaware Corporation, hereinafter referred to as "Plantation", and William R. Martin Corp., hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Plantation has heretofore installed or caused to be installed one 10-inch, one 14-inch, one 26-inch _____ products pipe line(s) through properties now owned by Developer in Greenville County, South Carolina and more particularly described in the following Right of Way Easements(s) running to Plantation:

From T. L. Tidwell and Annie Foster Tidwell, dated July 17, 1941, recorded in Book 237, Page 26; From C. R. Babb, dated July 18, 1941, recorded in Book 237, Page 27; From R. L. Cooper and Fannie C. Cooper, dated July 28, 1941, recorded in Book 237, Page 62; From P. D. Edwards, dated December 18, 1941, recorded in Book 241, Page 240; From Lizzie S. Babb, dated March 1, 1968, recorded in Book 839, Page 319; From Grady M. Jones and Mary Rose P. Jones, dated March 19, 1968, recorded in Book 840, Page 345; From R. L. Cooper, Jr. and H. L. Cooper, dated June 3, 1968, recorded in Book 847, Page 183;

All easements are recorded in the Land Records of Greenville County, South Carolina. said pipe lines being a portion of Plantation's interstate pipe line system; and

WHEREAS, Developer proposes to develop into a residential subdivision, which will have ^{an} ~~an~~ ^{air} ~~an~~ airstrip runway, a portion or all of the above referred to land across which said pipe lines run, which development contemplates the sale of building lots and house construction which will entail the construction of water, gas, sewer, electric, telephone, and other service lines, as well as the construction of roads, driveways, ^{gas} ~~an~~ airstrip runway, and other related installations which may affect Plantation's right of way, all as shown on developers drawing identified as follows, which is incorporated herein by reference:

Conceptual Plan - Drawn by Enwright Associates, Inc., dated July 31, 1984.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar cash in hand paid to Plantation, and other good and valuable consideration, including the benefits which will flow to Developer's property, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

- (1) When any proposed road, street, pipeline crossing, or any other construction involved in the development of the property above described, will cross, encroach upon, or otherwise affect Plantation's pipelines or pipeline confinement area, Developer will give Plantation reasonable advance notice of such proposal so that

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