

Line No. Greenville
R/W No. 61

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 \$Saven & 80/100 (7.80), paid to Fletcher Black (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 290 page 30, Book page , 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 that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, containing 7 acres, more or less, according to survey made by C. L. Furman, Jr., April 1926 and having the following metes and bounds:

BEGINNING At a stake in road leading from Piedmont Road to White Horse Road, corner of Sue Murray property; thence with said road, S. 81 E. 100 feet to stake; thence still with said road, N. 72-15 E. 229.8 feet; thence N. 51-45 E. 380 feet to iron pin; thence S. 85 E. 64.8 feet to iron pin; thence N. 20 E. 462.4 feet to an iron pin, Lsmauney's line, S. 84-30 W. 510 feet, more or less, to iron pin, at Sue Murray's corner; thence with Murray's line, S. 27-10 W. 724 feet to the beginning corner.

The grantee agrees to pay taxes for 1946.

The above described land is the same conveyed to me by Nora A. Foster on the 7th day of November, 1930, deed recorded in the Office of the R. M. C. for Greenville County in Book 152, page 345.

LESS, HOWEVER, A parcel or tract of land lying and being in Gantt Township, Greenville County, South Carolina, containing 0.58 acres, more or less, being a 70 foot strip of land extending 35 feet on each side of and parallel to the center line described as follows:

BEGINNING At a point on the west property line of Mrs. Rosa May Cotman which is N. 26-35 E. 373.11 feet from the southwest corner of said tract; thence along the arc of a 4° curve to the right, 360 feet to a point on the Southeastern property line of said tract, which is South 54° 58' West, 140 feet from the Southeastern corner of the tract.

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, his 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