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BOOK 753 PAGE 557

Line No. \_\_\_\_\_  
R/W No. \_\_\_\_\_

RIGHT OF WAY AGREEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Plat Recorded in Book 753 Page 559

Know all men by these presents that for and in consideration of the sum of THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$375.00) paid to ELLA B. HOLLINGSWORTH (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 under, upon, over, through and across the lands of Grantor, or in which the Grantor has an interest situate in Greenville County, South Carolina, conveyed by the deed recorded in the office of the Registrar of Mesne Conveyances of Greenville County and described as follows: According to plat showing proposed easements along Old Woodruff Road for Piedmont Natural Gas Company, Inc. dated June 30, 1964 and prepared by R. K. Campbell and H. C. Clarkson, BEGINNING at a point on the southerly edge of S. C. Highway No. 146 (New Woodruff Rd.) on or near the intersection of said southerly edge and the center line of the Old Woodruff Rd. and running thence along or near the center line of Old Woodruff Rd. the following courses and distances: N. 82-36 W. 118.2 feet; N. 81-46 W. 233 feet; N. 75-31 W. 70.8 feet; N. 76-0 W. 75.15 feet; thence turning and running N. 14-0 E. 18 feet to a point; thence turning and running S. 76-0 E. 75.15 feet to a point; thence S. 75-25 E. 69 feet to a point; thence S. 82-15 E. 233 feet to a point; thence S. 82-46 E. 50.87 feet to a point on the southerly edge of S. C. Highway No. 146; thence along the edge of said highway S. 65-53 E. 70 feet to the point of beginning, it being the intention of Grantor herein to convey only all of her right, title and interest in and to the aforescribed right-of-way and easement.

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.

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 binds herself, her 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

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