

DEC 18 10 49 AM '69

OLLIE FARNSWORTH RIGHT OF WAY AGREEMENT  
R. M. C. -Distribution-

STATE OF SOUTH CAROLINA  
COUNTY OF

Know all men by these presents that for and in consideration of the sum of \$ 1.00, paid to McCall-Threat Enterprises

(hereinafter designated grantor), the receipt of which is hereby acknowledged, the grantor hereby bargains, sells and conveys unto Piedmont Natural Gas Company, Inc., (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 for the transportation of natural gas under, upon, over, through and across lands of Grantor, or in which the Grantor has interest situate in Butler Township, Greenville County, South Carolina, conveyed by the deeds recorded in Book 859 page 272, Book 413 page 413, Book        page       , etc., in the office of the Registrar of Mesne Conveyances, of Greenville County, and described as follows:

Beginning at the southwest intersection of Lot 68 Cape Charles Drive property line, and Cape Charles Drive right-of-way and which is also the northwest intersection of the property line of Lot 67 Cape Charles Drive, thence with Cape Charles Drive right-of-way S66-41W 10 feet, thence S23-19E 168.67 feet, thence S63-08E 159.25 feet, thence S57-11E 43.7 feet, thence S44-23E 198.66 feet, thence with right-of-way of Dewberry Lane N65-02E 21.2 feet, thence N44-23W 207.95 feet, thence N57-11W 48 feet, thence N63-08W 153 feet, thence N23-19W 161.44 feet, thence with the right-of-way of Cape Charles Drive S66-41W 10 feet to point of beginning.

The grantee shall have the free and full right of ingress and egress over and across said lands. The grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over the right-of-way.

To have and to hold said right-of-way and easement unto said grantee, its successors and assignees, until the pipe line is constructed and so long thereafter as a pipeline 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.

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 12<sup>th</sup> day of December, 1969.

WITNESSES:

Richard Jordan  
Parthy W. Hammett

McCall-Threat Enterprises (SEAL)  
Wm. A. McCall (SEAL)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

(Continued on next page)