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Page 1.

DONNIE S. TANKERSLEY  
R.M.C.

I.R. No. \_\_\_\_\_

RIGHT OF WAY AGREEMENT  
Distribution-

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DC 114

STATE OF SOUTH CAROLINA  
COUNTY OF

Know all men by these presents that for and in consideration of the sum of \$ 200.00 (Two hundred dollars) paid to Del Norte Community Club

(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 \_\_\_\_\_ Township, Greenville County, South Carolina, conveyed by the deeds recorded in Book 58 page 74, Book \_\_\_\_\_ page \_\_\_\_\_, Book \_\_\_\_\_ page \_\_\_\_\_, etc., in the office of the Registrar of Mesne Conveyances, of \_\_\_\_\_ County, and described as follows:

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BEGINNING at an iron pin on Bransfield Road at the joint corner with lot number 411 and running thence with lines of lots 411, 413, and 412 S. 9-39 W. 341.9 ft. to a point in the center of Brushy Creek; thence with the center of Brushy Creek as line the following courses and distances: N. 51-06 W. 500 ft.; N. 68-26 W. 90.1 ft.; S. 58-07 W. 143.0 ft.; N. 31-47 W. 295.58 ft. to a point at the corner of lot number 4 of Del Norte Subdivision; thence with line of lot numbers 4, 3, 2, and 1, N. 59-04 E. 302.9 ft. to an iron pin; thence continuing N. 28-30 E. 64.15 ft. to an iron pin on Gaithburg Square; thence with said square S. 51-49 E. 50.0 ft.; thence continuing S. 66-05 E. 61.3 ft.; thence continuing S. 82-29 E. 57.8 ft. to an iron pin near the intersection of Bransfield Road; thence with the curve of said (Continue on page 3)

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 whatsoever. <sup>IN THE EVENT OF REPAIR OR MAINTENANCE THAT SHOULD REQUIRE THE DISTURBANCE OF THE EASEMENT THEN IT WILL BE THE RESPONSIBILITY OF THE GRANTEE TO RETURN THE EASEMENT AREA TO ITS PRESENT GRADING AND SLOPE AT TIME OF DISTURBANCE.</sup> 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 7<sup>th</sup> day of DECEMBER, 1976

WITNESSES:

<u>Darius Thomas</u>	President - Del Norte Community Club (SEAL)
<u>K. P. [Signature]</u>	Recreation Area Chairman (SEAL)
<u>J. J. Henry</u>	Member (SEAL)
Witness	
Witness	

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