



Line No. Greenville
R/W No. 413943

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 \$138.90 (One Hundred Thirty Eight and 90/100) paid to M. D., Sarah C. & Sue E. Fowler (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 268 page 155, Book _____ page _____, Book _____ page _____, etc., in the office of the Registrar of Mesne Conveyances of _____ 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 certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, and in Gantt Township, School District 6-A, about 7 1/2 miles South of the City of Greenville, near the Augusta Road, and containing 35 acres, more or less, according to a survey of the property of George Galphin made by Dalton & Neves, in April 1940, and having according to said plat the following metes and bounds, to-wit

BEGINNING At an iron pin in the center of the Old Grove Road in the line of property now or formerly belonging to McDaniel, at corner of land now or formerly belonging to Earle and running thence along the center of the Old Grove Road, with McDaniel's line, N. 85-30 E. 587.3 feet to an iron pin at corner of a 25 acre tract owned by Smally; thence along his line, N. 11-40 W. 67 feet to a point in the center of a new road; thence still with the line of the Smally tract, N. 21-15 W. 2270 feet, more or less, to an iron pin near a branch in the line of the Rosemond land at the corner of the Smally tract; thence along the line of Rosemond's line, N. 85-45 W. 1167 feet to a stone at corner of the Cleveland land; thence along the line of Cleveland property, S. 5-0 W. 740 feet to a stone at corner of the Earle property; thence along the line of the Earle property, S. 85-0 E. 1384 feet to a stone at a corner; thence still with the Earle property, S. 4-05 E. 1440 feet to the beginning corner.

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, ~~the~~ the 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 _____, 19____.

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 27th day of September, 1951.

WITNESSES:

J. E. Stripling
B. Mitchell

M. D. Fowler (Seal)
Sue E. Fowler (Seal)
Sarah C. Fowler (Seal)
(Seal)