

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, <sup>if a</sup> 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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 1951.

WITNESSES:

*Jessie Bryant* \_\_\_\_\_ (Seal)  
*Florence Hayes* \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Personally appeared before me Gloria K. Hayes who being duly sworn says that he saw Charles D. Merritt

sign, seal and as his act and deed deliver the foregoing instrument for the purposes therein mentioned and that Eugene Bryant witnessed the execution and delivery thereof.

Sworn to before me this 15 day of Oct, 1951. Florence Hayes

Eugene Bryant  
Notary Public of South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

RENUNCIATION OF DOWER

Eugene Bryant Not. Pub. for S.C., do hereby certify unto whom it may concern, that Mrs. Mary P. Merritt, the wife of the within-named Charles D. Merritt did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named PIEDMONT NATURAL GAS COMPANY, INC., its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and Seal this 15 day of Oct, 1951. Mary P. Merritt

Eugene Bryant (L.S.)  
Notary Public for South Carolina

Recorded November 12th. 1951 at 2:00 P. M. #26006