



Line No. Greenville
R/W No. 16

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 \$One Hundred Twenty-five
and 70/100 (\$125.70), paid to Roy W. Garrison

_____ (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 _____ Township, Greenville County, South Carolina, conveyed by the deeds recorded in Book 216 page 338, Book 216 page 337, Book _____ page _____, etc., in the office of the Registrar of Mesne Conveyances of Greenville 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 my right, title and interest * * * in an to the following described property:

Located on the Georgia Road, Grove Township, Greenville County, State of South Carolina, and is more specifically described upon plat made by John M. Cureton. The courses and distances and metes and bounds as are shown thereon are as follows, to-wit:

BEGINNING At the intersection of the Georgia Road and another road known on said plat as the New Cut Road, and running thence along said New Cut Road in a southerly direction, 13.90 to a bend; thence continuing along said road in a southeasterly direction, 10.25 to another bend; thence still continuing along said road now in a southerly direction, 7.00 to the intersection of the said New Cut Road with a settlement road; thence along said settlement road in an easterly direction, 13.50 to a stone corner in road; thence leaving said road and running N. 43 1/2 W. 15.93 to a stone corner formerly a hickory; thence N. 34 E. 16.00 to a stone formerly a black oak; thence N. 26 W. 6.50 to a corner in what was the Georgia Road at the time of the aforementioned survey, but which is now a hedge row; thence along said hedge row or old road in a westerly direction, 3.80 to a bend; thence continuing along said road still in a westerly direction, 14.00 to another slight bend a short distance east of where the abandoned road now meets the New Georgia Road; thence continuing along said hedge row or old road for a short distance and thence continuing along said present Georgia Road, 11.00 to a bend therein; thence continuing along said Georgia Road in a very nearly westward direction, 10.00 to the beginning corner. The land was bounded at the time of the making of said plat as follows; to-wit: On the North by the Rhodes land, on the East by the Griffin land and T. B. Garrison's land, and on the South by the T. B. Garrison land, and on the West by the E. B. Garrison land.

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, _____ 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.

BOOK 445 PAGE 434
IN WITNESS WHEREOF this instrument is signed and sealed this 11 26 day of Oct, 1951.

For Amendment to Right of Way Agreement See Deed Book 888 at Page 395.