

FEB 18 3 16 PM 1952

Line No. Greenville

R/W No. 40-46

CLIFF FARNSWORTH
R. M. C.
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 \$ 125.00, paid to ~~W. Harrison Hammeil, Jr.~~ ^{Bennett S. Rose and} (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 Greenville Gantt County, South Carolina, conveyed by the deeds recorded in Book 292 page 246, 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 and tract of land situate, lying and being in the State of South Carolina, County of Greenville, in Gantt Township, containing 186.09 acres, more or less, as shown on a plat of property of W. N. Watson, Jr. and E. B. Watson, prepared by W. J. Riddle, Dec. 1945, and having according to said plat the following metes and bounds, to-wit.

BEGINNING At an iron pipe in the East side of the Old Grove Road, corner of property of S. L. Styles and running thence with the line of Styles, S. 83-30 E. 1744 feet to an iron pin in the bank of Little Grove Creek (Golden Grove Creek); thence still with said Styles line N. 72-0 E. 633.7 feet to an iron pin; thence still with Styles line, N. 43-15 E. crossing the intersection of a county road, 1751 feet to a stone; thence N. 2-30 E. crossing a road, 930 feet to a hickory; thence N. 86-15 W. 3742 feet crossing Little Grove Creek to a black oak; thence 4-30 W. crossing a county road, 1261 feet to a point in the center of the Old Grove Road; thence with the center of said road S. 14-30 E. 784.7 feet to a point; thence still with the center of said road, S. 10-30 E. 122.7 feet to a point; thence still with the center of said road, S. 2-45 E. 314.5 feet to a point in the center of said road; thence S. 83-30 E. 24 feet to an iron pipe, the point of beginning, being all the remains of a tract of land containing 220 acres, more or less, conveyed by Lakeside Realty Corporation to Robert I. Woodside and W. N. Watson by deed dated Dec. 1, 1928 and recorded in Deed Book 116 at page 376, the interest of Robert I. Woodside having been conveyed to the Securities Investment Company and by it to W. N. Watson; the interest of the grantors herein were acquired under the will of W. N. Watson, which is on file in the Office of the Judge of Probate for Greenville County in Apartment 446, File 11.

Said right of way is not to exceed a width of 35 feet.

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, ~~their~~ 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.