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BOOK 453 PAGE 541

OLLIE FARNSWORTH

Line No. Greenville

P. M. C.
RIGHT OF WAY AGREEMENT

R/W No. 30

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Know all men by these presents that for and in consideration of the sum of \$ Sixty-four & 00/100 (\$64.00), paid to J. M. Garrison & Frances E. 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 _____ Grove Township, _____ Greenville County, South Carolina, conveyed by the deeds recorded in Book 257 page 253, Book _____ page _____, 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 that piece, parcel or tract of land situate, lying and being in Grove Township, near Moonville just East of the Augusta Road, and being known and designated as Tract No. 3 of the estate of Mary E. Blakely, deceased, containing 40 acres, more or less, and shown on a plat of the same made by W. J. Riddle, Surveyor, November 9, 1938 as Tract No. 3 of the Mary E. Blakely lands, and also shown by said plat as to courses and distances and metes and bounds, as follows to-wit:

BEGINNING At a stake on the northeast corner of Tract No. 1 of said state which Tract No. 1 has been conveyed off to D. R. Blakely, and running thence N. 69 E. 60.42 to a stone thence N. 6-40 E. 5.65 to an iron pin; thence N. 83 E. 3.32 to an iron pin; thence North 20-45 W. 2.60 to corner in road; thence along said road, N. 76 E. 3.32 to iron pin; thence N. 20-45 W. 2.60 to corner in road; thence along said road, N. 76 E. 3.32 to an iron pin; thence N. 20-45 W. 2.60 to corner in road; thence along said road, N. 76 E. 3.39 to a bend; thence N. 50-45 E. 4.12 to a bend; thence N. 74-45 E. 2.41 to an iron pin; thence N. 77-30 W. 12.15 to a stone; thence N. 71-30 E. 4.48 to a stone; thence N. 4-54 W. 24.57 to a stone; thence N. 71 E. 15.08 to an iron pin; thence S. 20-45 E. 23.38 to a stone; thence S. 41 W. .81 to a stake; thence N. 5 W. 26.30 to the beginning corner; and bounded on the North by Walter Tripp, on the East by the J. P. Moon Estate, and J. M. Blakely, on the West by Tract No. 2 of the Mary E. Blakely lands together with J. A. Blakely and A. D. Shockely.

Less, however, 1.40 acre tract deeded to Jessie Garrison recorded in Deed Book 311, page 235. (See description in right-of-way under Jessie Garrison)/

The width of the right-of-way herein granted shall be limited to thirty five (35') feet. The right of egress and ingress hereinafter granted for constructing, maintaining or operating a pipe line or pipe lines shall be limited to the right of way granted and present existing road.

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.