

Line No. Greenville
R/W No. 34

RIGHT OF WAY AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF GreenvilleKnow all men by these presents that for and in consideration of the sum of \$ Fifty-six and 00/100 (\$56.00)
paid to Ralph W. Blakely, Catherine Blakely

(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 290 page 402, 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 in Grove Township, Greenville County, State of South Carolina, on the east side of U. S. Highway No. 25, being known and designated as Tracts Nos. 5, 6 and 9 of property of the A. J. Moseley Estate, containing in the aggregate 38.93 acres and having according to a plat thereof prepared by H. S. Brockman, Surveyor, September 1943, the following metes and bounds, to-wit:

BEGINNING At an iron pin on the east side of the right-of-way of U. S. Highway No. 25 in the center of a county road leading to Fork Shoals, and running thence with the center of said road, S. 70-05 E. 42 feet to a pin; thence continuing with the center of said road, 82-38 E. 100 feet; thence continuing N. 70-05 E. 100 feet; thence continuing with the center of said road, N. 67-45 E. 1433 feet to a pin in line of Blakely property; thence along the line of said property, S. 69-45 E. 617 feet; thence S. 19-00 E. 911 feet; thence along the line of Tracts Nos. 11 and 10, N. 81-45 W. 1601.5 feet to an iron pin or point in the center of the Old Augusta Road; thence with the center of said road, S. 8-00 W. 295 feet to joint corner of Tracts Nos. 4 and 5; thence with the joint line of said tracts, S. 80-00 W. 700.8 feet to an iron pin on the east side of U. S. Highway No. 25; thence along the east side of said highway, N. 10-00 W. 653 feet to the point of beginning, subject to easements for roads in and across said tract of land.

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 pipelines shall be limited to the right-of-way granted and present existing roads.

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 pipe lines sufficient to the