

Line No. Greenville  
R/W No. 26-28

## 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-seven & 00/100 (\$57.00), paid to J. A. Blakely, R. W. Blakely and J. Ansel 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 320 page 488, 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 parcel of land in Grove Township, Greenville County, about 1 mile east of Moonville, containing 48.58 acres, more or less, bounded on the north by lands of the Estate of Mrs. Mary Blakely, on the east by lands of the Estate of T. M. Cox, and on the south by P. C. Carr, and on the west by lands of the estate of Mrs. Mary E. Blakely, said lands begin on public road at corner of land of the Estates of Mary E. Blakely and T. M. Cox, and runs thence S. 6-30 W. 1061 feet to iron pin; thence N. 85-45 E. 801 feet to a stone; thence S. 6-40 W. 823 feet to an iron pin; thence S. 84-45 W. 1664 feet to stone; thence N. 6-15 W. 996 feet to stone; thence N. 69 E. 409.5 feet to stone; thence N. 6-40 E. 372 feet to stone; thence N. 83 E. 219 feet to iron pin; thence N. 20-45 W. 171.6 feet to iron pin; thence N. 76 E. 256.7 feet to bend in road, thence N. 50-45 E. 272 feet to bend in road; thence N. 74-45 E. 156.6 feet to iron pin at beginning; Less, however, a triangular lot included in the course and distance description aforesaid which contains .33 acres and was conveyed by courses and distances to Jesse S. Garrison by Mary B. Box and others by deed dated January 15, 1946, and recorded in the R. M. C. Office in Book 311, page 241.

This said tract of land was owned by James M. Blakely at the time of his death. He died intestate, leaving as his sole heirs at law his children, Mary B. Cox, W. Frank Blakely and Annie B. Alexander, together with three children of a deceased son, to-wit, J. Charles Blakely, Frances B. Garrison and V. R. Blakely. Since his death, the said Annie B. Alexander has died intestate leaving as her sole heirs at law her husband, James B. Alexander, together with her brothers and her sister and her nephews and niece previously named.

This is one of two deeds. The interest of W. Frank Blakely and V. R. Blakely are being conveyed to the same grantee by another deed which is from E. Inman, Master for Greenville County.

Except 33 acres conveyed to Jesse Garrison by deed recorded in Deed Book 311, at page 241.

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 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 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, ~~the~~ 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.