Ly 5/49 So C

The interest of the grantee in the property covered hereby and in all pipe lines and other facilities or improvements which may be erected or installed on or in such property shall be subject to the lien of the Mortgage and Deed of Trust dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, which has heretofore been filed for record in the county in which the property covered hereby is situated.

STATE South Caroling COUNTY Greenville LINE NO. 6-100 R/W NO. /6/ W. O. NO. 01601

## RIGHT OF WAY AGREEMENT

COUNTY OF Greenville  KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Ellen Martin Burdette  Charles and the control of the property of the control of the property of t	STATE OF SOUTH CAROLINA	j			
(hereinafter called GRANTOR, whether one or more), for and in consideration of Hinety-Nine and No/100 novietiged, does hereby great, bargain, sell, convey and warrant unto TRANSOUTHINNINAL GAS HIPE LINE CORPORTOR (Control of the purposes of laying, constructing, maintaining, operating, repairing, altering, replating and tensoring pipe lines (with valves, regulators, meters, fittings, appliances, the overa, and apportennia ficulties) for the transportation of the Grantes to have the right to select the rosts, unfer, upon, over, through and across the lands of Granter, situated in the County of Greenville.  Sas shorm, on plat. recorded in Plats flooks. "J" at Lordinia, described as follows: Goldzeining, 90,2,201 as shorm, on plats recorded in Plats flooks. "J" at Lordinia, described as follows: Goldzeining, 90,2,201 as shorm, on plats recorded in Plats flooks. "J" at Lordinia, described as follows: Goldzeining, 90,2,201 as shorm, on plats recorded in Plats flooks. "J" at Lordinia, described as follows: Goldzeining, 90,2,201 and short of lay. Ferry, Road on Line, of R. M. Goloy, and running themes a slong middle of said road. N. 6-4,000, and trunning themes a slong middle of said Road N. L. W. 2,38 chains to be slock, themes of Said Road N. L. W. 2,38 chains to slock, themes of Said Road N. L. W. 2,38 chains to slock, themes of Said Road N. L. W. 2,38 chains to slock, themes of Said Road N. L. W. 2,38 chains to slock the three of Said Road N. L. W. 2,38 chains to slock the three of Said Road N. L. W. 2,38 chains to slock the slock of the	COUNTY OF Greenville	······································			
(hereinafter called GRANTOR, whether one or more), for and in consideration of "Minety-Bine" and No/100  """" — """ — "Dollars (8.99.00 ) cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, hargain, sell; convey and warrant unto TRANSCONTINENTAL GAS PIPE LINE CORPOTION, a Belevier copperation, its unceasors and sanging, thereinafter called (GRANTOR), a two way and easement (with valves, regulators, meters, fittings, appliances, tire-overs, and appurtenant facilities) for the transportation of gas, cit, periodous products, or any other lyudoks, gases, or substances which can be transported through a pipe line, and the county of "Greenville" of any other lyudoks, gases, or substances which can be transported through a pipe line, in the County of "Greenville" of the transportation of gas, cit, periodous products, or any other lyudoks, gases, or substances which can be transported through a pipe line, or least, known and clearly native through the pipe line, or least, known and clearly native through the mine of the county of "Farty Robert of					
Dollars (\$.99.00] ) cash in hand paid, receipt of which is hereby acts movinedged, does hereby grants hargain, sell, convey and warrant unto TRANSCONINENTAL (AS PIPE LINE CORPO- movinedged, does hereby grants hargain, sell, convey and warrant unto TRANSCONININENTAL (AS PIPE LINE CORPO- for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing, and receipt of gas, cli., petroleum products, or any other layids, gases, or substances which can be transported through a pipe line, gas, cli., petroleum products, or any other layids, gases, or substances which can be transported through a pipe line, gas, cli., petroleum products, or any other layids, gases, or substances which can be transported through a pipe line, in the County of Creenville.  State of South Croning, described as follows: Contracting, 90,62, ear or least, known and designated as ITract #1.1n. that division of the Estate of F. B. Marti as shown on plat rescorded in Plat Book #J# at Dage. 1971, ESERIMBING at stake in middle of ey Ferry Road on Line of R. M. Coley and running thence along middle of said road No.  Schains to bend; thence still along middle of said Road N. 14 W. 2,88 chains to stake; thence along middle of said Road N. 14 W. 2,88 chains to stake; shence N. 88 E 10,00 chains to be take  E 13,00 chains to stake; thonce S 80 E 21,45 chains to stake; thence S 12 W 13,12 chains  E 13,00 chains to stake; thonce S 80 E 21,45 chains to stake; thence S 12 W 13,12 chain  Thereff Middle the first pipe the described in Deed 47/12/40; floor 22 W 13,12 chains  Thereff Middle the first pipe the first of the stake of the substantial properties of the stake of the substantial properties and the substantial proper	(hereinafter called GRANTOR, wheth	her one or more), for and	in consideration of Ni	nety-Nine and I	No/100
in the County of "Greenville" state of South Carolina, described as follows: Gothalning Jule 2018. Is as shown on Josat recorded in Plat Book "3" at page 1972; ERGINNING at Stake in middle of solon of R. M. Goty and running thence, along middle of said and the control of the state of of	nowledged, does hereby grant, bargai	Dollars (\$ 99.00 in, sell, convey and warrs	) cash in hand paid, ant unto TRANSCONTINE	, receipt of which is he NTAL GAS PIPE LINE	ereby ack- E CORPO-
as shown on plat recorded in Plat Book "5" at page 197; EEGINNING at stake in middle of serior Ferry Road on line of R. M. Coley and running themce along middle of said Road N = 40 to the plate of the	or less, known and design	state of Sou ated as Tract #1	th Carolina, described as in the division of	follows: Containing the Estate of E.	g9u.&acres, BMartin
95 chains to bend; thence still along middle of said Road N 3-15 W 6.13 chains, to bend; costill along the middle of said Road N 1.4 W 2.88 chains to stake; thence N 88 E 10.00 chains to stake; the 13.00 chains to stake; the 15.00 chains	as shown on plat recorded	in Plat Book "J"	at page 197; BEGIN	NING at stake in	middle of
ne still along the middle of said road N 4-15 W 11-24 chains to hend; thence still along middle of said Road N 14 W 2,88 chains to stake; thence N 88 E 10,00 chains to stake; the said to said the said the said to said the said to said the said to said the said the said to said the	95 chains to bend; thence	still along middl	e of said Road N 3	-15 W 6.13 chains	stobend;
The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingrees and egress over and across said lands and other lands of the Grantor to and from said right of way and 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. 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 assigns, until such first pipe line be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, one whomsoever lawfully claiming or to claim the same or any part thereof.  The Grantee agrees to bury all pipe lines so that they will not interfere with the cultivation of the land, and also to pay for any damage to fences, improvements, growing crops and times which may arise from lesjing, constructing baltery of the grantee of the land, and else to pay for any damage to fences, improvements, growing crops and times which may arise from lesjing constructing agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, hierarchy and the written award of such three premarks and the written and the written and the written a	ce still along the middle middle of said Road N 14 W E 13.00 chains to stake; e: thence S 9-30 E.5.90 chains to beginning and of Greenville County.	of said road N 4- 2.88 chains to s thence S 80 E 21. ains to stake: th Being land desc	15. W. 11.24 chains take; thence N 88 E 43 chains to stake ence S 71-45 W 18 ribed in Deed 4/12	to bend; thence s 10.00 chains to ; thence S 12 W 20 chains to stal 740; Book 221, P	still along stake; thence 13.12 chains ke; thence N age 157,
to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interre with the construction, oparition, maintenance and repair of said pipe lines. 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 assigns, until such first pipe line be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.  The Grantee agrees to bury all pipe lines so that they will not interfere with the cultivation of the land, and also to pay for any damage to fences, improvements, growing crops and timber which may arise from laying, constructing altering, repairing, removing, changing the size of and replacing such pipe lines; and damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned forantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.  Any payment hereunder may be made direct to the Grantor, or, at the option of Grantee, such payment may be made by depositing the same in.  to the joint credit of Grantor, said bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of these into such depository to the credit of those acquiring said lands, but no change in ownership of the shall be binding upon Grantee, its agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, addi					
The Grantee agrees to bury all pipe lines so that they will not interfere with the cultivation of the land, and also to pay for any damage to fences, improvements, growing crops and timber which may arise from laying, constructing, altering, repairing, removing, changing the size of and replacing such pipe lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.  Any payment hereunder may be made direct to the Grantor, or, at the option of Grantee, such payment may be made by depositing the same in.  to the joint credit of Grantor, said bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of the said lands, then such deposit may be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.  It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.  IN TESTIMONY WHEREOF, the Grantor. herein has executed this conveyance this 3rd day of December, 1949.  ATTEST:  Alanda Grantor and the provided the same and the payment of the said and successful the same and the payment of the said and successful the same and the payment of the said and successful the same and the payment of the said and successful the same and	The Grantee shall have all othe rights herein granted, including, but across said lands and other lands of to time to cut all trees, undergrowtion, operation, maintenance and repor in part.	r rights and benefits newithout limiting the salf the Grantor to and frotth and other obstructiair of said pipe lines.	cessary or convenient for me to, the free and full rig om said right of way and e ons that may injure, endan he Grantee shall have the r	the full enjoyment or ught of ingress and egress easement, and the right ger or interfere with the right to assign this gran	use of the s over and from time e construc- nt in whole
to pay for any damage to fences, improvements, growing crops and timber which may arise from laying, constructing, altering, repairing, removing, changing the size of and replacing such pipe lines; said damage, if not mutually agreed upon, to be ascortained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs are assigns; one by the Grantor, its successors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.  Any payment hereunder may be made direct to the Grantor, or, at the option of Grantee, such payment may be made by depositing the same in.  Bank, at.  Bank, at.  Bank, at.  Boundard of the lands hereinabove described. Should there be any change in the ownership of the said lands, should there be any change in the ownership of the said lands shall be binding upon Grantee until the muniment of title by which such change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.  It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.  Bleach Mantan Bank and December,  1949.  Attest:  Attention and time transfer of and terminal transfer of any terminal tra	TO HAVE AND TO HOLD said such first pipe line he constructed hereby bind themselves, their heirs, defend all and singular said premis lawfully claiming or to claim the sa	i right of way and ease and so long thereafter executors and administ es unto the Grantee, it me or any part thereof.	ment unto said Grantee, as a pipe line is maintair rators (and successors and s successors and assigns,	its successors and assined thereon; and the unl assigns) to warrant a against every person w	gns, until ndersigned nd forever 'homsoever
by depositing the same in	to pay for any damage to fences, ing, altering, repairing, removing, c agreed upon, to be ascertained and Grantor, his successors, heirs or as	improvements, growing changing the size of an- determined by three dis- signs; one by the Grant	g crops and timber which d replacing such pipe line interested persons; one to ee, its successors or assigns	may arise from laying, es; said damage, if not be appointed by the ur s; and the third by the ty	construct-
as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of the said lands, then such deposit may be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.  And Constitution, and way to the first of 75 feet as with the Clack line. And Constitution, and way the first of 75 feet as with the County for Manufers and the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.  In testimony whereof, the Grantor—herein has executed this conveyance this 3rd day of December,  Attest:  Stlend Manufers Granter (Seal)  Attest:  (Seal)	by depositing the same in		Bank, at.		********
It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.  IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this 3rd day of December, 1949.  ATTEST:  ATT	as the depository for such purpose, scribed. Should there be any change depository to the credit of those acc	irrespective of any futue in the ownership of the puiring said lands, but n	re change in the ownershe said lands, then such depo o change in ownership of	hip of the lands herein osit may be made in the said lands shall be bind	nabove de- e aforesaid iding upon
It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.  IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this 3rd day of December, 1949.  ATTEST:  Alara for the Grantor herein has executed this conveyance this 3rd day of Seal)  (Seal)	for Mainterine	and will rev	ert to a wist	h of 36 feet	
December, 1949  ATTEST:  Sharp for Eller Martin Burdette (Seal)  (Seal)	It is agreed that this grant cove	rs all the agreements be	tween the parties and no re	presentations or stateme	
ATTEST:  Sharp from  Eller Martin Burdette (Seal)  (Seal)	IN TESTIMONY WHEREOF, th	e Grantor herein ha	S executed this conveys	ince this 3rd	day of
Sharpe from Oller Martin Gurdette (Seal)  Ha Sterrouse (Seal)  (Seal)	December,	, 19. <del>49</del> .		•	
Ha Stenrouse (Seal)	ATTEST: Sharpe June	<u></u>	Ellen mar	tin Burdeti	te(Seal)
	Ha Sten to	) -erse			
(Seal)					(Seal)
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