

IT IS FURTHER UNDERSTOOD AND AGREED that 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 of the said electric cathodic protection unit, ground bed, and all appurtenances specifically covered by this grant of easement.

IT IS FURTHER AGREED That the ground beds and ground bed connections will be buried below plow depth, or a minimum of approximately twenty-four (24) inches below the ground surface as existing when the installation is made so as not to interfere with cultivation of the soil.

THE GRANTOR AGREES That the consideration stated above shall cover any damage done to timber, growing crops and fences in the initial installation. The Grantee agrees that it will replace the sod removed during the initial installation so far as possible, and that where it is not possible to replace the sod such area shall be re-seeded. With the exception of the initial installation, the Grantee further agrees that it will pay for such damages done to timber, growing crops, and fences, arising out of the maintenance, operation, renewing, restoring, enlarging or removing any portion of the said electric cathodic protection unit, ground bed, and its appurtenances; such damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, his heirs or assigns or successors, one by the Grantee, its successors or assigns, 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.

FOR THE CONSIDERATION stated herein the Grantor hereby agrees and warrants that he will not change the grade over the ground bed and will maintain the premises above-described free and clear of all trees, lakes, ponds, buildings, roads and any structures as will prevent or interfere with the full and complete exercise and enjoyment by the Grantee of the rights herein granted; provided that the Grantor reserves the right to use the land in growing annual agricultural crops and to fully use and enjoy the said premises, except as the same may be necessary for the purposes herein granted.

THIS INSTRUMENT shall inure to and be binding upon the Grantor and the Grantee hereto, their successors, assigns, agents and representatives forever.

ALL PAYMENTS hereunder may be made direct to the Grantor.

IT IS UNDERSTOOD and acknowledged by both Grantor and Grantee that the person securing this grant is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on the Grantee.

IN WITNESS WHEREOF, The Grantor and Grantee have hereunto set their hands and seals this day and year above set forth.

WITNESSES:

C.R. Jordan
Carolyn Lellis
Nancy B. Brimming
E.E. Huber

Roscoe Chapman (SEAL)
 Roscoe Chapman
 GRANTOR

PIEDMONT NATURAL GAS COMPANY, INC. (SEAL)

By B. Shrum President
[Signature] Secretary
 GRANTEE

APPROVED
 Kenneth M. Brim
 General Counsel

Piedmont Natural Gas Company, Inc.

(continued)

[Handwritten initials]