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## FILED GREENVILLE CO. S. C.

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OLLIE FARHSWORTH R. M. C.

RIGHT OF WAY EASEMENT (Pipeline),

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For True Consideration See Affidavit Book 32 Page 75

## KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned PHILLIPS FIBERS CORPORATION, a Delaware corporation with an operating office at Bartlesville, Oklahoma, hereinafter referred to as "Grantor", does hereby grant unto PIEDMONT NATURAL GAS COMPANY, INC., hereinafter referred to as "Grantee", its successors and assigns, a right of way easement for the purpose of constructing a pipeline, said easement being described as follows:

A route for a 4-inch pipeline across a portion of a 78.93-acre tract of land conveyed to Phillips Fibers Corporation by the Citizens and Southern National Bank of South Carolina by deed dated July 22, 1966, and recorded in Book 802, page 519, Deed Records of Greenville County, South Carolina, said route being more particularly described as follows:

Beginning at a point on an existing 6-inch pipeline, the location of which is described in a Right of Way Easement from Phillips Fibers Corporation to Piedmont Natural Gas Company dated May 15, 1967, and recorded in Book 820, page 133, Deed Records of Greenville County, South Carolina, said beginning point being 35.5 feet northwesterly, along said 6-inch pipeline, from the center line of Phillips Fibers Corporation's access road from Ridge Road;

Thence S 54° 00' W, parallel with and 35.5 feet northwesterly from the center line of said access road, for a distance of approximately 296 feet to a point in the northeasterly right of way line of Ridge Road for the terminal point of the herein described pipeline route;

together with all rights of ingress and egress to and from said premises for the purpose of building, constructing, operating, repairing and maintaining said pipeline.

This grant is subject to all grants, easements, rights and rights of way heretofore reserved or granted and/or now existing on said premises.

Grantee agrees to indemnify and hold Grantor harmless of and from any and all liabilities for damages of whatsoever kind whether to persons or property arising out of or in connection with the exercise of Grantee of its rights granted herein.

Grantee agrees to pay for any damages to said premises above described arising out of the exercise of the rights herein granted and to restore the premises to substantially the same condition existing prior to such work.

(Continued on Next Page)