

Line No. Greenville
R/W No. 53 3

RIGHT OF WAY AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Know all men by these presents that for and in consideration of the sum of \$19.30 (Nineteen & 30/100) paid to F. J. Burty (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 Gantt Township, Greenville County, South Carolina, conveyed by the deeds recorded in Book 177 page 151, Book _____ page _____, Book _____ page _____, etc., in the office of the Registrar of Mesne Conveyances of _____ 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 tract of land in Gantt Township, Greenville County, South Carolina, containing 7.63 acres, more or less, being all the remaining portion of the tract of land originally containing 21.73 acres, more or less, conveyed by Amanda C. Austin to Lawrence Moore by her deed dated December 14, 1916, recorded in R. . . C. Office for Greenville County in Book 43, page 27, the said Lawrence Moore conveyed a tract to Sue D. Murray by deed recorded in Book 76, page 53, the said tract containing 4.1 acres, and thereafter by deed dated April 1, 1926, recorded in Books 97, page 269 conveyed the remainder to Nellie G. Brown; thereafter by deed dated May 26, 1926, recorded in Book 104, page 109, Nellie Grace Brown conveyed 10 acres out of said tract to M. L. Ward, and the balance to Mary J. Smith, said tract lies between the White Horse Road and Piedmont Road about 6 miles south of Greenville Courthouse, and fronts the old Lenhardt Road.

Also that tract of land in Gantt Township, Greenville County, South Carolina and on the South Side of the White Horse Road, and on the West side of the negro cemetery, and having the following metes and bounds, BEGINNING At an iron pin on the corner of Mrs. Wm. Meyers' property and the road leading to Mrs. Sarah Fuller's homeplace; thence N. 4 E. 858 feet to center of White Horse Road, to an iron pin; thence N. 34-30 W. 196 feet to iron pin; thence S. 20 W. 1134 feet to an iron pin on pipe, corner on other land of Lawrence Moore and Geo. A. Ellis; Thence N. 86-30 E. 458 feet to the beginning corner, containing 7.7 acres, more or less, being a portion of the same conveyed to Nellie Grace Brown by Lawrence Moore by deed dated April 1, 1926, recorded in Book 97, page 269.

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 aforesaid 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, _____ 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.

The grantor may fully use and enjoy said land and premises, except for the purposes granted to the grantee and provided the grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

All payments hereunder may be made direct to the grantor or to _____ who is hereby appointed agent and authorized to receive and receipt therefor, or, at the option of the grantee, such payments may be made by depositing them in _____ Bank, at _____, to the credit of the grantor or said agent.

The grantor represents that the above described land is rented to H. J. McDonald until _____, 19____.

It is understood and acknowledged by the undersigned 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 this instrument is signed and sealed this 2 day of Oct, 1951
WITNESSES: F. J. Burty (Seal) F. J. Burty (Seal)
J. E. Stripling (Seal)