

FEB 18 3 16 PM 1952

Line No. Greenville
R/W No. 15

RIGHT OF WAY AGREEMENT
OLLIE FARNSWORTH
R. M.C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Know all men by these presents that for and in consideration of the sum of \$ Thirty and 00/100 (30.00)
paid to Flora L. Garrison

_____ (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 309 page 360, 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 my right, title and interest which is a one-half undivided**

All my right, title and interest which is a one-half undivided interest in and to all that piece, parcel or lot of land in Grove Township, Greenville County containing .33 acres, more or less, according to a survey and plat made by W. J. Huddle, Surveyor, in February, 1947, and being known and designated on that plat as Tract No. 1, is bounded on the North by the Estate of T. M. Griffin, on the east by lands being conveyed to John T. Garrison, and by J. R. Ridgeway, on the south by the said J. R. Ridgeway and a county road, and on the West by said county road and P. L. Garrison. It begins at a stake on R. W. Garrison's land, and runs thence S. 40-45 W. 301 feet to a stake near a county road; thence by a dividing line between this tract and Tract No. 2 which is this day being conveyed to John T. Garrison, S. 43 W. 154 feet to a stake; thence N. 55 W. 435 feet to stake; thence S. 42 W. 385 feet to stake; thence N. 65-30 W. 246 feet to corner of county road; thence along said road, N. 12-45 E. 639 feet to bend near residence; thence N. 0-45 E. 339 feet to corner in road; thence leaving road and running S. 75-30 E. 397 feet to a stake; thence N. 43-24 E. 346 feet to stake at the beginning.

It is agreed that the Right of Way and easement across the above described property is not to exceed thirty-five (35) feet in width throughout during construction, maintenance and operation.

The Grantee agrees to pay for any and all damages which may arise from the construction, maintenance, operation and removal of said line or lines.

The Grantee further agrees to pay for any and all damages which may be caused by the laying of an additional pipe line or lines of any kind or nature across the above described Right of Way hereby granted.

It is understood and agreed that in respect to ingress shall be limited to the present existing roads and Right of Way and easement herein granted.

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.