

MAR 31 12 16 PM 1952

Line No. Greenville
R/W No. 55

RIGHT OF WAY AGREEMENT

OLLIE FARRIS WORTH
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 \$ Nineteen & 00/100 (\$19.00) paid to John M. Kern (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 279 page 275, 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 piece, parcel or lot of land in Grove Township,

Greenville County, State of South Carolina, located on or near the Grove Road, Having the following metes and bounds, to-wit:

COMMENCING At stake or point in Grove Road, joint corner of Tracts No. 4 and 5, and running thence N. 27-40 E. 200 feet to stake or point in said Grove Road, being joint corner of Tracts Nos. 3 and 4; thence running N. 68-0 W. 1180 feet to point, joint corner of Tracts Nos. 3 and 4; thence S. 20-0 E. 128 feet to stake; thence S. 35-10 E. 190 feet to point, joint corner of Tracts Nos. 4 and 5; thence S. 67-30 E. 895 feet to the beginning corner. Said tract of land is known and described as Tract No. 4 upon a plat of the property of the E. H. Kern Estate, prepared by W. J. Riddle, Surveyor, August 1945, which is being recorded, and reference is hereby made to said plat for a detailed and controlling description. This tract contains, according to said plat, 3.51 acres. The above tract is a part of the real estate owned by my late husband, Earl H. Kern, and which was willed to me by his last will and testament.

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.

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, ~~the~~ their 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 No one 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 27th day of February, 1952

WITNESSES:

Robert S. Penick
T. J. Whitehead
J. T. Sessions

J. M. Kern (Seal)

_____ (Seal)



_____ (Seal)