

Line No. Greenville
R/W No. 33

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 \$ Forty-five and No/100 (\$45.00)
paid to J. Walter Moone & M. O. Moone

_____ (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 _____ Greenville Township, Greenville County, South Carolina, conveyed by the deeds recorded in Book 259 page 239, 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 these two certain tracts of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina, and being known and designated as Tract No. 10 of the A. J. Moseley Estate, according to a subdivision and plat thereof made by H. S. Brockman, surveyor, October 12, 1943, and described separately as follows:

Tract No. 10: BEGINNING At an iron pin in the center of road leading to Air Base and at Southeast corner of Tract No. 4, and running thence along the line of the public road and along the line of property belonging to J. Walter Moon, N. 84-15 ft. 1313.5 feet to an iron pin at corner of Tract No. 11; thence along the line of this tract, N. 15-15 W. 678.5 feet to an iron pin in line of Tract No. 9; thence along the line of this tract, N. 81-45 W. 1000 feet to an iron pin in center of road leading to Air Base, and in line of Tract No. 6; thence along the center of said road and along the line of Tracts 6, 5 and 4, 947 feet to the beginning point, and containing 20.97 acres, more or less. The plat above referred to is now of record in the R. M. C. office for Greenville County in Plat Book M, page 87.

The width of the right-of-way herein granted shall be limited to thirty-five (35') feet.

The right of egress and ingress hereinafter granted for constructing, maintaining or operating a pipe line or pipe lines shall be limited to the right-of-way granted.

The grantee shall place and maintain permanent, visible markings at the points said right-of-way crosses the property lines of the grantor.

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, 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.

_____ hereby agrees to the above and provided