

TGPL-LD-9  
South Carolina  
Rev. 4-57

The interest of the grantee in the property covered hereby and in all pipe lines and other facilities or improvements which may be erected or installed on or in such property shall be subject to the lien of the Mortgage and Deed of Trust dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and supplements thereto, which have heretofore been filed for record in the county in which the property covered hereby is situated.

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STATE South Carolina

COUNTY Greenville

LINE NO 6-300

R/W NO 135 - 135.3

RIGHT OF WAY AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

KNOW ALL MEN BY THESE PRESENTS: That the undersigned,

(hereinafter called GRANTOR, whether one or more), for in consideration of

*Tenward 20/100 Dollars*

Dollars (\$ 10<sup>00</sup>)

cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, its successors and assigns, (hereinafter called GRANTEE), 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, under, upon, over, through and across the lands of Grantor, situated in the County of Greenville

State of South Carolina, described as follows: BEGINNING at an iron pin thence N 33° W 11.09; thence N 24° W 10.61; thence N 54° W 6.45; thence S 87° W 6.74; thence S 60° W 10.12; thence S 31° E 34.05; thence N 48° E 14.00; thence S 87° E 3.00 to the beginning and containing 49.05 acres more or less. Being land described in Deed dated 11/7/36, recorded in Book 193, page 380, records of Greenville County, South Carolina.

The right of way herein granted and conveyed shall be 65 ft. in width, being south of, adjacent to, and parallel with Grantee's 36-inch pipe line.

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 one or more additional lines of pipe approximately parallel with the first pipe line laid by Grantee hereunder; but for any such additional line so laid the Grantee shall pay Grantor, or the depository hereinafter designated, a sum equivalent to One Dollar (\$1.00) per lineal rod of such additional line, or such proportionate part thereof as Grantor's interest in said lands bears to the entire fee, within sixty (60) days subsequent to the completion of the construction of such additional line.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across said lands and other lands of the Grantor to and from said right of way and 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. 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 assigns, until such first pipe line be constructed and so long thereafter as a pipe line is maintained thereon, and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantee agrees to bury all pipe lines so that they will not interfere with the cultivation of the land, and also to pay for any damage to fences, improvements, growing crops and timber which may arise from laying, constructing, altering, repairing, removing, changing the size of and replacing such pipe lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.

Any payment hereunder may be made direct to the Grantor, or, at the option of Grantee, such payment may be made by depositing the same in \_\_\_\_\_ Bank, at \_\_\_\_\_ to the joint credit of Grantor, said bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in ownership of the said lands, then such deposit may be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor \_\_\_\_\_ herein has 5 executed this conveyance this 21 day of April, 1961.

ATTEST:

Robert F. Smith  
J. B. McClung

Ralph L. King (Seal)  
\_\_\_\_\_  
(Seal)

(Seal)

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