



FILED
GREENVILLE CO. S. C.

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BOOK 685 PAGE 461

- 1 -

OLLIE FARNSWORTH
R. M. C.

LINE NO. _____
R/W NO. 12-A

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AGREEMENT OF RIGHT OF WAY AND EASEMENT
FOR ELECTRIC CATHODIC PROTECTION UNIT

THIS AGREEMENT, made this 29th day of September, 1961,
between ROSCOE CHAPMAN, hereinafter called the "Grantor", and
PIEDMONT NATURAL GAS COMPANY, INC., a New York corporation,
hereinafter called the "Grantee",

W I T N E S S E T H:

That for and in consideration of One Hundred Seventy-five & no/100 (\$175.00) Dollars in hand paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, and its successors and assigns, a right of way and easement 470 feet in length and 20 feet in width for a portion of said length and 40 feet in width for the remainder of said length, being shown as the shaded portion on plat attached hereto and made a part of this agreement by reference thereto, entitled Cathodic Protection Ground Bed Site & Layout for Greenville Lateral, drawn September 8, 1961, for the purpose of constructing, maintaining, operating, renewing, restoring, enlarging, removing and replacing an electric cathodic protection unit, including lines (erected on a pole) for transmitting electric current, with poles, wires and other necessary appliances, with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles, including a rectifier, meter, switch box, lightning arrestors, a guard rail or fence around rectifier, ground beds and other appurtenances, under, upon, across, and over certain property of the Grantor, lying in Grove Township, Greenville County, State of South Carolina, and contains 51 3/4 acres, more or less, conveyed by deed of John Chapman to Roscoe Chapman, recorded in Deed Book 407, Page 441, office of the Register of Mesne Conveyances for Greenville County, and more particularly described as follows:

"It is known as a portion of the old W. M. Yeargen Home-
place and begins at a rock, and runs thence S. 5 1/2 W.
41.00 to a rock; thence N. 32 1/3 W. 10.37 to sweet gum;
thence N. 66 W. 10.00 to a rock; thence N. 22 E. 14.30
feet to a rock; thence N. 12 1/2 E. 5.67 to rock;
thence N. 27 W. 10.32 to a stake; thence N. 14 E. 10.20
to a rock; thence S. 57 E. 17.14 to the beginning
corner."

THIS AGREEMENT is made subject to previous rights of way
and easements of record affecting said property, if there be any.

THE GRANTOR, for himself, his heirs, successors, and
assigns, covenants to and with the Grantee, its successors and
assigns, that the Grantor is the owner of the above-described
land and has the right, title and capacity to convey the right
of way and easement hereby granted to Piedmont Natural Gas
Company, Inc., and that (they) he will warrant and forever defend
all and singular said right of way and easement unto the Grantee,
its successors and assigns, against the claims of all persons
whomsoever

(continued)

For Plat see Deed Book 685 Page 465