

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.

STATE SOUTH CAROLINA
COUNTY GREENVILLE
LINE NO 6-400
R/W NO 188.1 - 189

RIGHT OF WAY AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned,

H. B. Cooper

(hereinafter called GRANTOR, whether one or more), for in consideration of -----One-Hundred-Thirty-
-And-No/100----- Dollars (\$ 130.00) cash in hand paid, receipt of which is hereby ac-

knowledge, 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:

All those lots or parcels of land conveyed by W. M. Chamblee to H. B. Cooper by deed dated April 5, 1957, recorded in Book 574 at Page 298.

The right of way herein granted and conveyed across the above described tract of land shall have a total width of 150 feet, being 15 feet Northwesterly of, adjacent to, and parallel with the first pipe line constructed by Grantee in 1950, and 135 feet Southeasterly of, adjacent to, and parallel with said first pipe line. During construction of two (2) additional pipe lines upon the aforesaid right of way, 150 feet in width, Grantee shall have the right to clear and use an additional strip of land, 40 feet in width, on the Southeasterly side of aforesaid right of way, 150 feet in width.

It is understood and agreed that Grantee has previously installed three (3) pipe lines under the terms and provisions of previous right of way agreements and this agreement authorizes the installation of two (2) additional pipe lines within the right of way, 150 feet in width, herein described. Grantee is also granted the right to install a power pole with rectifier box for the purpose of installing underground cathodic protection equipment between presently existing pipe lines.

H. B. Cooper A.C.C.
Signed for identification H. B. Cooper

~~THE GRANTOR HEREBY GRANTS TO THE GRANTEE THE RIGHT FROM TIME TO TIME TO LAY, CONSTRUCT, MAINTAIN, OPERATE, ALTER, REPAIR, REPLACE, REMOVE, CHANGE THE SIZE OF, AND RELOCATE ANY AND ALL PIPE LINES OF ANY KIND AND CHARACTER, WITHIN THE RIGHT OF WAY HEREBY GRANTED TO THE GRANTEE, AND TO HAVE AND HOLD SAID RIGHT OF WAY AND EASEMENT TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART 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, 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.