

FILED
GREENVILLE CO. S. C.

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SEP 8 11 49 AM '71

I.R. No. _____

DONNIE S. TANNERSLEY
R.H.C.

RIGHT OF WAY AGREEMENT
-Distribution-

STATE OF SOUTH CAROLINA
COUNTY OF _____

Know all men by these presents that for and in consideration of the sum of
\$ one Dollar, paid to Pelham Pointe' Partnership

(hereinafter designated grantor), the receipt of which is hereby acknowledged, the grantor hereby bargains, sells and conveys unto Piedmont Natural Gas Company, Inc., (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 for the transportation of natural gas under, upon, over, through and across lands of Grantor, or in which the Grantor has interest situate in _____ Township, Greenville County, South Carolina, conveyed by the deeds recorded in Book 974 page 377, Book 974- page 387, Book 974 page 379, etc., in the office of the Registrar of Mesne Conveyances, of Greenville County, and described as follows:

Lot 6 on plat of Pelham Pointe' as shown on plat recorded in Plat Book 4R on Page 65 and for a more detailed description of said right-of-way see plat recorded this day in Plat Book 5L on Page 77.

The grantee shall have the free and full right of ingress and egress over and across said lands. The grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over the right-of-way.

To have and to hold said right-of-way and easement unto said grantee, its successors and assignees, until the pipe line is constructed and so long thereafter as a pipeline 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.

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 5th day of September, 1971.

WITNESSES:

PELHAM POINTE' Partnership

Meredith Roberts

J. C. Shultz (SEAL)

Meredith Roberts

C. R. Maxwell (SEAL)

Katherine W. Pickens

[Signature] (SEAL)

Katherine W. Pickens

W. D. Dilmore, Jr. (SEAL)

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