

WHEREAS, Greenville County Soil Conservation District desires to obtain and Piedmont Natural Gas Company, Inc. desires to grant permission to inundate portions of said pipe line, which permission is to be granted and received under the terms of this agreement;

NOW, THEREFORE, in consideration of the premises and the further sum of one (\$1.00) dollar paid to Piedmont Natural Gas Company, Inc. by Greenville County Soil Conservation District, the receipt whereof is hereby acknowledged, Piedmont Natural Gas Company, Inc. hereby grants permission to Greenville County Soil Conservation District to inundate that portion of its pipe line as is indicated on the above referred-to sketch map, upon the following terms and conditions:

(1) The Piedmont Natural Gas Company, Inc. hereby releases, remises and forever discharges Greenville County Soil Conservation District from any and all claims for damages to Piedmont Natural Gas Company, Inc. arising out of or in connection with the construction and maintenance of said proposed flood water retarding structure, if such proposed structure is installed in accordance with the drawing as outlined.

(2) Upon written request from Piedmont Natural Gas Company, Inc., Greenville County Soil Conservation District shall drain the pond which inundates the pipe line of Piedmont Natural Gas Company, Inc. or draw down the water from lands covered by the afore-said easement to permit Piedmont Natural Gas Company, Inc. to lay and construct additional pipe lines or to maintain, operate, repair, alter, replace or remove any pipe lines now located or hereafter to be constructed on said easement and to do and perform all other things which Piedmont Natural Gas Company, Inc. has the right and privilege of doing under the easement hereinabove referred to.

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