

(3) Upon written request from Piedmont Natural Gas Company, Inc., Greenville County Soil Conservation District will also empty the pond on its easement or draw down the water from lands covered by said easement to permit Piedmont Natural Gas Company, Inc. to install river weights below maximum flood level and to paint, coat, or otherwise treat the pipe lines inundated by said water.

(4) Anything in this agreement to the contrary notwithstanding, it is understood and agreed that if in the judgment of Piedmont Natural Gas Company, Inc., an emergency exists, as, for example, in case of a leak in the pipe line or some other emergency that in the judgment of Piedmont Natural Gas Company, Inc. necessitates its getting to the pipe line immediately, Piedmont Natural Gas Company, Inc. is hereby granted the power and authority to drain and empty the entire pond or draw down the water from land covered by said easement to permit Piedmont Natural Gas Company, Inc. to repair and restore said pipe line without liability to the Greenville County Soil Conservation District or other property owners served by said pond.

(5) It is understood and agreed by and between the parties hereto that this agreement is subject to all the rights granted to Piedmont Natural Gas Company, Inc. by Elijah Hawthorne under the right of way agreement referred to, and that nothing in this agreement shall be interpreted as revoking, altering or amending said right of way agreement or the rights, powers and privileges granted to Piedmont Natural Gas Company, Inc. under the same.

(6) It is further understood and agreed that this agreement shall apply not only to pipe lines of Piedmont Natural Gas Company, Inc. now constructed on the easement hereinabove referred to, but also to any additional line or lines which might hereafter be constructed by Piedmont Natural Gas Company, Inc. on said easement.

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