

STATE OF SOUTH CAROLINA,

COUNTY OF ~~LAURENS~~ ~~NEWBERRY~~ Greenville

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned (hereinafter called GRANTOR, whether one or more), for

and in consideration of Sixty-four and 3/4 (\$74.34) DOLLARS, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto CLINTON NEWBERRY NATURAL GAS AUTHORITY, its successors and assigns (hereinafter called GRANTEE), a right of way and easement for the purposes of laying, constructing, maintaining and operating gas pipe line or lines, which shall include the replacing of the proper pipes and other appliances when necessary, for the transportation of gas or petroleum products, or any other liquid 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, situate in the County of

Greenville State of South Carolina, and described as follows:

All that tract of land containing twenty-three acres, more or less, bounded on the north by Hugh Stevens' est. lands; East by Shell Jackson's land, S. by lands of Mrs. Nannie Stevens, and on West by lands of Terland Brown. This is same land conveyed to me by deed of Shap Howard about 1914. This right of way shall have an original width, thirty (30) feet; provided, however, that after pipes are laid and dirt replaced that width shall be twenty (20) feet.

The Grantee shall have all necessary 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 the said lands, and the right from time to time to cut all trees, undergrowth, and remove other obstructions that may damage, endanger or interfere with the purposes of this easement and right of way.

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, or interfere with the use whatsoever by the Grantor of the lands, other than when such use conflicts with the purposes of this easement. In the event the Grantee, in the use and enjoyment of this easement and right of way, damages the lands of the Grantor, such damage, if not mutually agreed upon, shall 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 binding upon the parties hereto.

It is agreed that this grant covers all the agreements between the parties, and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN WITNESS WHEREOF, the Grantor, my hereunto set my hand and seal, this 16th day of

January, 1953

Signed, Sealed and Delivered in the presence of:

Mrs Emma C. McTelvey SEAL

SEAL

SEAL

SEAL

L. B. Stoddard

E. C. Sint-Amand

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