

JUN 20 1952

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BOOK 458 PAGE 57

10 A.M.

Line No. Greenville
R/W No. 39

RIGHT OF WAY AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Know all men by these presents that for and in consideration of the sum of Seventy Five and No/100 Dollars (\$75.00), paid to Mrs. Sue H. Earle

..... (hereinafter designated grantor), the receipt of which is hereby acknowledged, the grantor hereby bargains, sells and conveys unto Piedmont Natural Gas Company, Incorporated, a New York corporation (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 (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 (the laying of the first pipe line to constitute the selection of the route by the Grantee), under, upon, over, through and across the lands of Grantor, or in which the Grantor has an interest situate in Grove Township, Greenville County, South Carolina, conveyed by the deeds recorded in Book page, Book page, etc., in the office of the Registrar of Mesne Conveyances of County, (or devised by the will recorded in Wills Book 512 page 7 in the office of the Probate Court of Greenville County), and described as follows:

All that tract of land in Grove Township, bounded on the North by McDaniel property, on the East by the Old Augusta Road and McDaniel property, on the South by property of W. C. Adams and Grove Creek, on the West by Grove Creek. Being part of the property inherited by the owners from Curran B. Earle by will probated March 22, 1944; (See Apartment 512, File 7, Office of the Probate Judge for Greenville County) and inherited from Mary Cleveland Harris, November 10, 1914, (See Apartment 129, File 7, Office of the Probate Judge for Greenville County.)

Ingress and egress to and from right of way herein granted shall be over the right way or over existing roads where possible. Permission of property owner shall be obtained before any other route of ingress and egress to and from right of way is used. Width of right of way herein granted shall not exceed 35 feet.

Should this property be sold for industrial sites and should it become necessary for water and sewer lines to be constructed to serve industrial plants located on said property, and should the above mentioned gas line interfere with the construction of said water and sewer lines, then grantee agrees to lower their pipe line to a reasonable depth in order that it will not interfere with the laying of the water and sewer lines.

It is also agreed and understood that streets or roads may be constructed over and across the right of way herein granted.

Should industrial plants be erected on this property and should they desire gas service, such service shall be provided in accordance with the policies and regulations of Piedmont Natural Gas Company, Inc. and published rates of the State Public Service Commission which are effective at that time. *Re*

There is included in this grant the right from time to time to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time one or more additional lines of pipe and appurtenances thereto including without limitation corrosion control equipment; provided, however, that for each additional line laid after the first line is laid the grantee shall pay the grantor or his heirs or assignees \$1.00 per lineal rod of additional pipe line laid under, upon, over or thru the aforescribed land, or such proportionate part thereof as the grantor's interest in said land bears to the entire ownership 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 without limitation the free and full right of ingress and egress over and across said lands and other lands of the grantor to and from the area specifically covered by this grant of 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; and 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 assignees, until such first pipe line be constructed and so long thereafter as a pipe line 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.

The grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber, or fences from the construction, maintenance and operation of said pipe lines; such damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the undersigned, successors, heirs or assignees, one by the grantee, its successors or assignees, and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

The grantor may fully use and enjoy said land and premises, except for the purposes granted to the grantee and provided the grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the

We, the undersigned hereby designate Mrs. Sue H. Earle, to receive all sums due under the terms of this instrument.