

Vol 358 p 27

JUL 8 11 04 AM '49

OLLIE FALLS WORTH
R.M.C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

THIS AGREEMENT made this the 24 day of June, 1949, by and between DUKE POWER COMPANY, a corporation of New Jersey, party of the first part, hereinafter called the "Power Company", and MCKOY-HILGERSON COMPANY, a corporation of Greenville, S.C., party of the second part, hereinafter called the "Licensee", WITNESSETH:

That for and in consideration of \$1.00 in hand paid to the Power Company by the Licensee, receipt of which is hereby acknowledged, and of the agreements on the part of the Licensee to be kept and performed as hereinafter set out, the Power Company does hereby give to the Licensee the right to use as an alleyway, for purposes of ingress and egress between Henry Street and the rear of the property of the Licensee, which property fronts on McKoy Street, formerly known as David Street, a strip of land 12 feet in width, described as follows:

Being a strip of land 12 feet in width located along the southerly edge of Lot No. 61, as shown by red lines on print dated March 6, 1906, revised December 12, 1908, hereto attached and made a part hereof, said Lot No. 61 being one of the lots described in deed from Piedmont Savings & Investment Company to Duke Power Company, dated May 25, 1928, recorded in the public registry of Greenville County in Book 142 at page 501.

The permission hereby granted may be terminated at any time upon thirty (30) days written notice given by the Power Company to the Licensee, and upon the expiration of any such notice the Licensee shall have no further right to the use of said strip of land and will peaceably surrender possession of same to the Power Company in the same condition in which it was at the date of this instrument.

Said permission is granted upon the further condition that no use of said strip of land by the Licensee or any other person under the terms hereof shall be construed as an adverse user.

The permission hereby granted shall not be transferred or assigned by the Licensee to any other party without the written consent of the Power

For Assignment to Arlman Realty Corp. See Deed Book 830 Page 500

For Blot in connection with this Agreement see Page 30 in this Book.