

GREENVILLE

STATE OF SOUTH CAROLINA

COUNTY

CEPTAVILLE CO. E. C.

DEC 21 10 15 MM 1835

788 ma 465

File No. 4638-117

RIGHT OF WAY AGREEMENT



THIS INDENTURE, made and entered into this 13day of 4 by and between GRACE W. DUDLEY and O. H. DUDLEY and W. E. WYNN

hereinafter called "Grantor" (whether one or more), and DUKE POWER COMPANY, a North Carolina corporation, hereinafter called "Grantee";

WITNESSETH:

That Grantor, in consideration of \$ 000 paid by Grantee, the receipt of which is hereby acknowledged, does grant and convey unto Grantee, its successors and assigns, subject to the limitations hereinafter described, the right to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, lines, cables, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for the purpose of transmitting electric power and for Grantee's communication purposes, together with a right of way, on, along and in all of the hereinafter described tract(s) of land lying and being in Greenville County South Caroling and more particularly described as follows:

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BEGINNING at a point in the easterly line of the Julia L. Wynn, et. al. property, said point being N 0-31 E 197.5 ft. from an iron pipe at the southeasterly corner of said property and runs thence with the easterly line of said property N 0-31 E 159.8 ft. to a point in the existing right of way limit; thence with said right of way limit (description continued at bottom of page)

The land of the Grantor over which said rights and easements are granted is a part of the property described in the following deed(s) from W.E. Wynn recorded in Book . .76.7..., page282 .

Said strip is shown on map of Duke Power Company Rights of Way for ...NOT.th_Greenville..-Pisgah Forest Transmission Line, dated December 2, 1965 , marked File No. 31-52 , copy of which is attached hereto and made a part hereof.

Grantor, for the consideration aforesaid, further grants to Grantee (1) the right at any time to clear said strip and keep said strip clear of any or all structures, trees, fire hazards, or other objects of any nature; (2) the right at any time to make relocations, changes, renewals, substitutions and additions on or to said structures within said strip; (3) the right from time to time to trim, fell, and clear away any trees on the property of the Grantor outside of said strip which now or hereafter may be a hazard to said towers, poles, wires, cables, or other apparatus or appliances by reason of the danger of falling thereon; (4) the right of ingress to and egress from said strip over and across the other lands of the Grantor by means of existing roads and lanes thereon, adjacent thereto, or crossing said strip; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided, that such right of ingress and egress shall not extend to any portion of said lands which is separated from said strip by any public road or highway, now crossing or hereafter crossing said lands.

S 28-49 E 623.9 ft. to a point in the northwesterly line of the W. E. Wynn property; thence with said property line S 53-24 W 77.7 ft.; thence N 28-57 W 495.1 ft. to the BEGINNING.