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File No. 4638-62

HTALL PLAN

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

RIGHT OF WAY AGREEMENT



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

2,156.25 SETH:

That Grantor, in consideration of \$\frac{\text{XXXXXX}}{\text{XXXXXX}}\text{ 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 Carolina, and more particularly described as follows:

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BEGINNING at the intersection of the southerly line of the Cotswool Mfg. Co. property and the westerly line of the existing right of way for a 100 KV transmission line, said point being S 89-15 W 209.9 ft. from a concrete monument in the southerly line of the Cotswool Mfg. Co. property and runs thence with the existing right of way limit two courses and distances (continued at bottom of page)

Said strip is shown on map of Duke Power Company Rights of Way for North Greenville — Pisgah Forest Transmission Line, dated September 9, 1965 , marked File No. 30-167 , copy of which is attached here-to 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.

as follows: (1) S 15-52 E 2012.9 ft.; and (2) S 8-44 E 4278.0 ft. to a point in the northwesterly line of the Walter W. Goldsmith and William R. Timmons, Jr. property; thence with said property line S 48-27 W 210.0 ft.; thence two new lines as follows: (1) N 7-28 W 4398.5 ft.; and (2) N 15-52 W 2027.7 ft. to a point in the southerly line of the Cotswool Mfg. Co. property; thence with said property line N 89-15 E 77.7 ft. to the BEGINNING.

(Continued on next page)