BOOK 795 PAGE 324 SWRW

File No. 4638-8

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 1st day of April, 19 66, by and between

BENJAMIN F. McDANIEL, JR.

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

WITNESSETH:

That Grantor, in consideration of $8,000.00 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:

Being a strip of land 75 feet wide extending 75 feet on the southwesterly side of a survey line which has been marked on the ground and is approximately 1114.7 feet long and lies across the land of the Grantor (in one or more sections).

Also being a tract of land described as follows: Beginning at a point in the center line of White Horse Road, said point being N 12-47 E 129.6 ft. from the southwesterly corner of the J. C. Hester property and runs thence N 28-57 W 87.6 ft.; thence S 35-34 E 79.2 ft. to a point in the center line of White Horse Road; thence with the center line of said road S 12-47 W 12.8 ft. to the BEGINNING.

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 Etta G. McDaniel, recorded in Book 665, page 346.

Said strip is shown on map of Duke Power Company Rights of Way for North Greenville - Pisgah Forest Transmission Line, dated December 15, 1965, marked File No. 31-85, 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.

(Continued on next page)

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