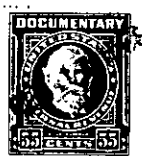


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STATE OF SOUTH CAROLINA }
GREENVILLE COUNTY }

RIGHT OF WAY AGREEMENT

Plat Recorded in Deed Book 792 Page 135.

THIS INDENTURE, made and entered into this 14 day of February, 1966
by and between JENNIE LEE WYNN DAVIDSON, BOBBY WYNN and JERRY WYNN,
APR 8 1966 28069



THIS AGREEMENT IS SET ASIDE BY MUTUAL CONSENT AND VOIDED THIS 30th DAY OF MARCH 1966

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

Witness
W. M. Williams
Frank P. M. Adams, Jr.

Jennie Wynn Davidson
Bobby Wynn
Jerry Wynn

WITNESSETH:

That Grantor, in consideration of \$ 4400.00 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 into the front of the property of the Grantor, the width has been marked on the ground and is approximately 75 feet long and lies across the land of the Grantor (as one of the parcels).~~

BEGINNING at a point in the southerly line of the Blue Ridge Realty Co., Inc. property, said point being S 78-46 E 468.2 ft. from the intersection of said property line and the center line of White Horse Road and runs thence S 78-46 E 105.6 ft. to the existing right of way limit; thence with said right of way limit S 28-49 E 895.5 ft.; thence N 86-56 W 92.7 ft.; thence N 28-57 W 914.5 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 from will of Chester B. Wynn recorded in Book ~~xxxxxxx~~ Apt. 703, File 16.

Witness
C. J. Hager
John F. Walters

By [Signature] EXEC. VICE-PRESIDENT
And [Signature] ASSISTANT SECRETARY
DUKE POWER COMPANY

Said strip is shown on map of Duke Power Company Rights of Way for North Greenville Pisgah Forest Transmission Line, dated August 3, 1965, marked File No. 30-100, 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)

APR 8 9 32 AM 1966