FILED GREENVILLE CO. S. C.

SDUTH CARDING BOOMERTAR.

File No.7075-146A

STATE OF SOUTH CAROLINA) 4 53 PH '69

GREENVILLECOUNTY R. H. C.

OLLIE FARNSWORTHRIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 1 of day of March , 1969, by and between

CHANNES XHIBBEX XHEOMASONX AN KOEXTROMASONX CORA

BELLE THOMASON; and BELTON THOMASON

County Stemps Fuld 55 4
See Act No.300 Section 1

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

WITNESSETH:

Being a strip: of land 200 feet wide extending 100 feet on the northerly side and 100 feet on the Southerly side of a survey line which has been marked on the ground and is approximately 12.9 feet long and lies across the land of the Grantor (in one or more sections).

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 ...Cora Belle Thomason and Cora Belle Thomason, recorded in Book700 , page .430 ; from Belton Thomason and Cora Belle Thomason, recorded in Book 767, page 363; Estate of H. B. Thomason, Apartment 164, File 30, Office of the Probate Judge, Greenville County; and from Charles Henry Thomason, recorded in Book 201, page 155.

Said strip is shown on map of Duke Power Company Rights of Way for

Oconee - Newport Transmission Line, dated
February 3, 1969 , marked File No. 42-171 , 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.

50-576.1-1-8.1

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Book

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