

FILED
GREENVILLE CO. S. C.

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File No. 7080-89A (N.O.)

STATE OF SOUTH CAROLINA }
GREENVILLE COUNTY }

OLLIE FARNSWORTH
R. M. C.

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this

20th day of JANUARY, 1970

by and between
SOUTH CAROLINA NATIONAL BANK, TRUSTEE Under Agreement
Dated March 18, 1966; and DAVID B. BROWN

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

WITNESSETH:

That Grantor, in consideration of \$ 9,500 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:

As shown on the attached print.

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 Elizabeth H. Beattie, recorded in Book 189, page 50 and Emily D. Beattie, recorded in Book 794, page 351.

Said land is shown on map of Duke Power Company Rights of Way for Oconee - "Mid-Crescent" Transmission Line, dated June 17, 1969, marked File No. 44-142, 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 land and keep said land 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 land; (3) the right from time to time to trim, fell, and clear away any trees on the property of the Grantor outside of said land 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 land over and across the other lands of the Grantor by means of existing roads and lanes thereon, adjacent thereto, or crossing said land; 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 land by any public road or highway, now crossing or hereafter crossing said lands.

For Plat See Deed Book 886, page 92