File No. 4638-116

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Book 789 Page

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RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 30 day of Second Lecond Lecond 19.65 by and between

CHARLES F. WYNN and ROBERT B. WYNN





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

WITNESSETH:

That Grantor, in consideration of \$ \textstyle \textsty

BEGINNING at a point in the northerly line of the property of the Grantor, said point being N 69-36 W 719.1 ft. from the easterly corner of said property and runs thence S 28-49 E 278.9 ft.; thence S 61-11 W 20.1 ft.; thence N 31-58 W 323.3 ft. to a point in the northerly line of the property of the Grantor; thence with said property line S 69-36 E 57.9 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 George Thompson, et. al., recorded in Book 462, page 27.....

Said strip is shown on map of Duke Power Company Rights of Way for North Greenville-Pisgah Forest Transmission Line, dated August 17, 1965, rev. 11/23/65, marked File No. 29-193-A, 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)