

within Berea Public Service District, provided nonetheless, that said crossing shall be perpendicular to the right of way of Duke or within a forty-five degree (45°) angle of perpendicular and provided further that said construction by Berea shall not interfere with or encroach upon improvements previously installed or constructed by Duke. Berea agrees to notify Duke of any such crossing as permitted thereunder.

IN WITNESS WHEREOF, Duke, by and through its duly authorized officers, has caused these presents to be executed this the day and year first above written.

DUKE POWER COMPANY

In the Presence of:

W. H. McKim
Cyrus A. Smith

By: [Signature] (SEAL)
SENIOR VICE-PRESIDENT
and [Signature] (SEAL)
ASSISTANT VICE-PRESIDENT



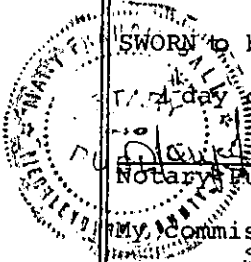
STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

P R O B A T E

PERSONALLY appeared the undersigned witness and made oath that he saw the within named Duke Power Company, by its duly authorized officers, sign, seal and as the act of this corporation deliver the within Agreement for the uses and purposes therein mentioned and that he with the other witness subscribed above witnessed the execution thereof.

W. H. McKim

SWORN to before me this
7th day of December, 1968.



W. H. Ball (SEAL)
Notary Public for North Carolina

My Commission expires:
Sept. 6, 1969

Right of Way Agreement Recorded December 6, 1968 At 9:57 A.M. # 13745