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GREENVILLE CO. S. C.
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OLLIE FARNSWORTH
R. M. C.

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For True Consideration See Affidavit
Book 34 Page 51

File No. 7123-179

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 13th day of August, 1971, by and between

MAREE L. BALLENGER, Individually [redacted] And CHARLES BALLENGER, [redacted] as executor of the estate of E. Guy Ballenger, deceased.

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

WITNESSETH:

That Grantor, in consideration of Ten Dollars and other valuable considerations 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 a strip of land lying and being in the aforesaid county and being 150 feet wide extending 75 feet on each side of a survey line which has been marked on the ground and is approximately 2578.2 feet long and lies across the land of the Grantor (in one or more sections). Said strip is shown on map of Duke Power Company Rights of Way marked File No. 49-128, copy of which is attached hereto and made a part hereof.

The land of the Grantor over which said rights and easements are granted is a part of the property which was acquired by:

Deed recorded in Book	XX	at page	454	
Deed recorded in Book		at page		
Deed recorded in Book		at page		
Will recorded in Book		at page		Apt. 1093, File 9.
Intestate succession from	Martha E. Ballenger			

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.

9.90

S. C. Form 4 — 150

For Plat See Deed Book 923, page 353