



FEB 26 2 45 PM 1964 No. 3674-53

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STATE OF SOUTH CAROLINA }
GREENVILLE COUNTY }

OLLIE FRENCHWORTH
RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 25 day of February, 1964, by and between OTHELLO S. VAUGHN (ALSO KNOWN AS EMMA O. VAUGHN) and LILLIE S. GREEN

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

WITNESSETH:

That Grantor, in consideration of \$ 400.00 paid by Grantee, the receipt of which is hereby acknowledged, does grant and convey unto Grantee, its successors and assigns, 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:

Being a strip of land 199 feet wide extending 75 feet on each side of a surveyed line which has been marked on the ground and extends from a point in the westerly line of the Real Estate Investment, Inc. property, said point being N 10-32 W 5.9 ft. from the southerly corner of said property and runs thence S 50-24 W 278.0 ft. to a point in the easterly line of the C. B. and Marie J. Dempsey property.

(THE grantee on January 8, 1964, obtained Right of Way Agreement from Othello S. Vaughn, Lillie S. Green and seven (7) of their children and recorded same in the R.M.C. Office for Greenville County in Deed Book 741 at page 479; however,

IT now appears that Othello S. Vaughn and Lillie S. Green, as holders of title in fee conditional to the tract of land which is the subject of this agreement and referred to in the above agreement, are the sole grantors necessary to convey the premises, or any interest therein, and are the sole parties entitled to the consideration paid for such conveyance;

This agreement is therefore entered into in order to confirm said prior conveyance by the grantors herein of their respective interests in said right of way, and to correct and supplement said prior agreement by compensating the grantors herein as sole owners of the premises, the consideration stated herein being in addition to the prorata portion of the purchase price paid to the grantors under said January 8, 1964 agreement.)

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