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File No. 4638-90

STATE OF SOUTH CAROLINA

GREENVILLE COUNTY

## IN THE COUNTY COURT RIGHT OF WAY AGREEMENT

TO ALL TO WHOM THESE PRESENTS MAY COME:

I, E. Inman, Master in and for the County aforesaid, SEND GREETINGS:
WHEREAS, Billie H. Sammons, Plaintiff on or about 1st day of March in the year of our
Lord nineteen hundred and Sixty-six exhibited her complaint in the County Court for the
County aforesaid, against Linda Suzanne Sammons a minor, praying judgment in relation to
the real estate hereinafter mentioned and described, and the cause at issue, came on to be
heard on the 18thday of March 1966, and such proceedings were had therein as resulted in
a decree of the said Court, whereby it was adjudged and decreed that the said right of way
and easement hereindescribed, be sold by E. Inman, Master, for and on behalf of said minor
Defendant, in and for the County aforesaid as set forth in said decree as by reference thereto on file in said Court will appear;
NOW THEREFORE, Know All Men by these Presents, that I, E. Inman, Master in and for the County
of Greenville,

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

## WITNESSETH:

That Grantor, in consideration of \$...1,500.00... 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:

Being a strip of land 150 feet wide extending 75 feet on the northeasterly side and 75 feet on the southwesterly side of a survey line which has been marked on the ground and is approximately 1119.0 feet long and lies across the land of the Grantor (in one or more sections):

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 Charlie W. Mears and Virginia Brown Mears recorded in Book 768..., page 387......

Said strip is shown on map of Duke Power Company Rights of Way for North Greenville-Pisgah Forest Transmission Line, dated August 5, 1965, marked File No. 30-105, 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.



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