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File No. 5019-1 A, B, C & D

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

OLLE PARSONS SMITH
R.M.C.

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 3 day of February, 1967
by and between

ED B. SMITH

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

WITNESSETH:

That Grantor, in consideration of \$ 100 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 40 feet wide extending 20 feet on the northwesterly side and 20 feet on the southeasterly side of a survey line which has been marked on the ground and is approximately 1861.9 feet long and lies across the land of the Grantor (in one or more sections).

By accepting this instrument, Duke Power Company agrees to release and does hereby release its right of way for that portion of its line shown by green line on the attached print and thereon indicated "To Be Released."

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 Peoples National Bank of Greenville, S. C., recorded in Book 184, page 180, Executor for James H. Ellison, from Sherwood Smith, recorded in Book 445, page 144; from Romayne Barnes, recorded in Book 429, page 70; and from Romayne A. Barnes, recorded in Book 798, page 191.

Said strip is shown on map of Duke Power Company Rights of Way for Oakvale - E. Greenville Transmission Line, dated Dec. 22, 1966, marked File No. 34-154, 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)

For Plat See Deed Book 813, page 398
For Plat See Plat Book RRR, page 9