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File No. 7075-120

FILED
GREENVILLE CO. S.C.
JUL 10 4 04 PM '69
LLIE FARNSWORTH
R.M.C.

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 8 day of July, 1969, by and between

ROY J. OWENS

County Stamps Paid $16.50
See Act No.380 Section 1

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

WITNESSETH:

That Grantor, in consideration of $15,000.00 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 200 feet wide extending 100 feet on the northerly side and 100 feet on the southerly side of a survey line which has been marked on the ground and is approximately 2483.5 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 Alton K. Owens, recorded in Book 843, page 535; from William A. Feltman and Isabell A. Feltman, recorded in Book 705, page 209; and from H. B. Rhodes, recorded in Book 339, page 382.

Said strip is shown on map of Duke Power Company Rights of Way for Transmission Line, dated Oconee - Newport March 14, 1969, marked File No. 43-70, 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)

Plat Recorded in Deed Book 871 Page 451

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