

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS AGREEMENT, Made and entered into this 10th day of June, A. D. 1941, by and between SALUDA LAND & LUMBER COMPANY, a corporation organized and existing under the laws of the State of Delaware, and DUKE POWER COMPANY, a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH:

That, Saluda Land & Lumber Company, for and in consideration of the sum of One Dollar (\$1.00) to it paid by Duke Power Company, the receipt whereof is hereby acknowledged, and for other valuable considerations, does hereby grant unto said Duke Power Company, the right and privilege, under the conditions as hereinafter set forth, to go in and upon that certain tract of land situate in Cleveland Township, Greenville County, State of South Carolina, adjoining the North Carolina State Line, shown on a plat thereof prepared by Howard Wiswall, C. E., as tract No. A-XIII, Eastern Grant, C. O. Goodwin", reference to which plat is hereby craved for a full and complete description thereof, along the following courses and distances:

Beginning at a point in the North Carolina-South Carolina State Line, 83 feet North $79^{\circ} 30'$ East of a corner common to the herein described tract, lands now or formerly of Burns, and lands of Gloucester Lumber Company; thence South $46^{\circ} 15'$ East 2057 feet to a point; thence South $54^{\circ} 00'$ East 938 feet to a point; thence South $73^{\circ} 15'$ East 1100 feet to a point; thence North $83^{\circ} 00'$ East 227 feet to a point that intersects a line running North $57^{\circ} 14'$ East; thence North $83^{\circ} 00'$ East 35 feet to a point; thence North $55^{\circ} 00'$ East 956 feet to a point; thence East 2146 feet East to the Southwest boundary line of Camp Greenville as shown on a plat attached to this agreement and made a part thereof.

and to construct, maintain and operate in, upon, and through said premises in a proper manner, with poles, wires, and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, with the right to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon, subject to the following conditions.

(1) It being expressly understood by the said Duke Power Company that the herein above described land lying North and East of the Call "North $83^{\circ} 00'$ East 227 feet" is owned and possessed by others than said Saluda Land & Lumber Company, and, that the rights herein granted are limited to those rights reserved under that certain deed of Saluda Land & Lumber Company to W. S. Griffin, August W. Smith, Allen J. Graham and H. T. Mills, as Trustees, dated June 2, 1924, and recorded in the R. M. C. Office for the County and State aforesaid in Vol. 100, at page 269.

(2) The Duke Power Company shall have the right to cut trees and brush immediately adjacent to said power line where such trees interfere or damage said power line, for a distance not to exceed ten feet (10') on each side of the said power line. The Duke Power Company agrees to cut the timber low to the ground and to dispose of same satisfactorily to Saluda Land & Lumber Company, piling and baring all tree tops, limbs and brush along said power line, exerting all care to prevent the spreading of such fires to the surrounding timber and trees owned by the said Saluda Land & Lumber Company.

(3) It is mutually understood and agreed that if said Saluda Land & Lumber Company finds it necessary or convenient in the development of its said property to change the location of said line, that Duke Power Company will, upon notice in writing so to do, at its own expense and within 90 days thereafter, make such reasonable change in location of the line upon the property of Saluda Land & Lumber Company as may be so requested by said Company.

(4) This agreement with all of its terms and provisions shall be applicable to, and bind, the successors and assigns of both of the parties hereto in the same manner and to the same extent as it applies to and binds the parties herein named.

IN WITNESS whereof, the parties hereto, by their duly qualified officers have executed this agreement in duplicate on this the day and year first above written.

ATTEST:

G. E. BIDDALL
SECRETARY



SALUDA LAND & LUMBER COMPANY
BY: G. R. BIRKELUND
President

ATTEST:

L. H. Adams,
Asst. Secretary.

DUKE POWER COMPANY
BY: E. O. Marshall,
Vice President.

Signed, sealed and delivered in
the presence of:

H. C. Osganson as to Lumber Company
A. G. Peterson
F. W. Lechicotte
C. S. Reed As to Power Company

