

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

THIS LEASE, made this the 23rd day of July, 1947, by ASHWORTH BROS., INC., a corporation organized under the laws of the State of Massachusetts, hereinafter called the "Industry", to DUKE POWER COMPANY, a corporation organized under the laws of the State of New Jersey, hereinafter called the "Power Company",

W I T N E S S E T H :

That in consideration of One (\$1.00) Dollar in hand paid to the Industry by the Power Company, receipt of which is hereby acknowledged, the Industry does hereby lease, for the period and subject to the terms and conditions hereinafter set out, to the Power Company, the following described premises, to-wit: (A) that certain lot of land, and (B) that certain right of way lying and being in or near the City of Greenville, Greenville County, South Carolina:

(A) That lot described as follows: Lying west of Louise Street and north of Drive, being 32' 6" in width and 25 feet in depth, and being indicated by red lines on print dated July 2, 1947, hereto attached and made a part hereof, including right to construct, maintain and operate delivery pole and connections indicated on said print as "Delivery pole by D. P. Co. and Consumers Disconnecting switches".

(B) The right, privilege and easement of constructing and maintain in a proper manner, with poles, towers, wires, and other apparatus and appliances, a line for the purpose of transmitting power by electricity along and over the property of the Industry, which line shall extend from the northerly side of the above described lot in a northerly and southeasterly direction to the present 13.2 KV line of the Power Company shown by red line on the attached print and thereon indicated as "incoming line", together with the right at all times to enter upon said property for the purpose of constructing, operating and inspecting said line and making necessary repairs and alterations thereon, together with the right to keep said line clear of all trees, structures or other obstructions of any kind that might in any way endanger or interfere with the proper construction, maintenance and use of said line.

TO HAVE AND TO HOLD the aforesaid premises unto the Power Company for the purpose of installing, operating and maintaining thereon its electrical apparatus and other property and transmitting electricity to said lot and distributing the same therefrom.

Title to all property placed or installed upon said premises by the Power Company shall at all times be and remain in the Power Company and the Power Company shall at any and all times during the continuance of this lease, and at the termination thereof, have the right to enter said premises and remove same.

This lease shall continue in force so long as the Power Company furnishes electric service to the plant of the Industry located adjacent to said premises, and upon the discontinuance of the furnishing of such electric service, and upon ninety (90) days written notice from the Industry the Power Company shall remove its property from said premises and this lease shall terminate.

This contract shall inure to and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, on the day and year first above written, Ashworth Bros., Inc., has caused this instrument to be executed in its corporate name and its corporate seal to be hereunto affixed by its duly authorized officials.

ATTEST:

George R. Ashworth
Clerk

ASHWORTH BROS., INC.,

BY: R. C. Ashworth, Jr.
President.

