

THIS INDENTURE, Made and entered into this 10th day of September, 1947, by and between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation created and existing under the laws of the State of South Carolina, hereinafter for convenience styled Lessor, party of the first part, and DUKE POWER COMPANY, a corporation created and existing under the laws of the State of New Jersey, hereinafter for convenience styled Lessee, party of the second part:

WITNESSETH: That Lessor, for and in consideration of the rents or sums of money hereinafter agreed to be paid by Lessee, and of the covenants upon the part of Lessee to be kept and performed as hereinafter expressed, hereby leases and demises unto Lessee the right and privilege of occupying and using for the purpose of storing and handling poles, transformers, cables and other electrical equipment, all that certain space of land, property of Lessor at Greenville, Greenville County, South Carolina, described as follows, to wit:

Beginning at a point 17 feet southwestwardly from centerline of yard track No. 2 of Lessor and 4502 feet west of mile post 130, Greenville Branch Line of Lessor (as measured from Augusta, Georgia); running thence in a northwesterly direction, 17 feet from and parallel to centerline of said yard track No. 2 and centerline of sidetrack serving Ballenger Coal Company, a distance of 252 feet; thence in a southwesterly direction a distance of 83 feet to a point on the southwestern property line of Lessor; thence in a southeasterly direction, at right angles to preceding course and along said property line, a distance of 250 feet; thence in a northeasterly direction, at right angles to preceding course, a distance of 100 feet to point of beginning.

All more fully shown outlined in red on blueprint attached hereto and made a part hereof.

Said space to be occupied continuously for the term of five (5) years, beginning January 1, 1948, and thereafter as hereinafter provided, unless sooner terminated as hereinafter provided.

And Lessee hereby covenants and agrees, in consideration of the premises:

First: That Lessee will not use the said space for any other purpose than that specified herein, and will not assign this lease or any part of the term hereby granted, nor suffer or permit any other person or corporation to use any portion of said premises except with the consent in writing of Lessor.

Second: That Lessee will yield and pay unto Lessor the yearly rent or sum of ONE HUNDRED TWENTY & 00/100 DOLLARS (\$120.00) each and every year payable at the beginning of each and every year during the continuance of the term hereby created (unearned rental to be refunded on termination as herein provided); and, in the event of any street or sidewalk or other municipal improvements being made during this lease, Lessee will pay an additional rental equivalent to six per cent per annum on such cost of said improvements as may be assessed against the space hereby leased.

Third: That Lessee will pay the full amount of any and all taxes -- State, County, Municipal and Special, and any penalties in connection therewith -- levied or assessed on account of the improvements placed on said space by Lessee; all necessary payment, listing and other duties in connection with the taxation of said improvements to be performed by Lessee.

Fourth: That Lessee shall maintain said premises in good condition, in a manner satisfactory to Lessor, during the continuance of this lease.

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CLERK R.M.C.