

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

THIS AGREEMENT, made and entered into this 10th day of May, 1937, 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 the County and State above said, adjacent to and on both sides of United States Highway #25, shown on plat thereof prepared by Howard Wiswall, C. E., as "Tract B-III, J. H. Goodwin", reference to which plat is hereby craved for a full and complete description thereof, bounded by lands of J. Z. Cleveland and others on the South and East; by W. B. Revis and others on the West, and to place on said tract three (3) poles, as shown on a blue print attached hereto and made a part hereof, with wires and other necessary appliances and apparatus, 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) 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 burning 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.

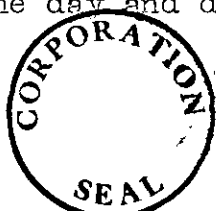
2. It is mutually understood and agreed that if said Saluda Land and Lumber Company finds it necessary or convenient in the development of its said property to change the location of said line, that Duke Power Company will, upon notice in writing so to do, at its own expense and within 90 days' thereafter, 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.

3. 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 instrument in duplicate on this the day and date first above written.

Attest:

C. E. Siddall  
Secretary.

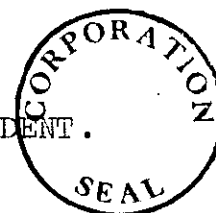


SALUDA LAND & LUMBER COMPANY,  
BY: F. E. GARY  
PRESIDENT.

ATTEST:

L. H. ADAMS,  
ASST. SECRETARY.

DUKE POWER COMPANY  
BY: E. C. MARSHALL,  
VICE PRESIDENT.



Signed, sealed and delivered in the presence of:

M. Pickering. As to Lumber Company  
John P. Foster  
J. E. Graham As to Power Company  
R. H. Woods, Jr.

State of Illinois  
County of Cook.

On this 10th day of May, A. D. 1937, personally appeared before me John P. Foster, who being duly sworn on oath, did say that he saw the within named Saluda Land & Lumber Company, a corporation, by F. E. Gary, its President and C. E. Siddall, its Secretary, sign, and as the act and deed of said corporation deliver the within written agreement, and that he saw the corporate seal of said corporation thereunto affixed by the said C. E. Siddall, Secretary, and that he, together with M. Pickering witnessed the due execution thereof.

Subscribed and sworn to before me this  
10th day of May, A. D. 1937

John P. Foster

Mildred Boom



Notary Public for Cook County, State of Illinois.  
My commission expires February 5, 1938.