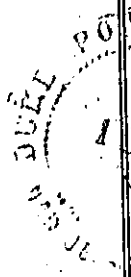


used by it for distributing electricity within the City of Greenville and the vicinity thereof, that said right of way adjoins structures heretofore constructed or hereafter to be constructed in connection with said substation, and that it extends beneath electric lines heretofore and also hereafter to be constructed, and that it is necessary for grantor, in the conduct of its business to maintain and to hereafter construct and maintain such structures and lines.

4. By accepting this conveyance the grantee agrees that in connection with all work done in installing, using or maintaining said sewer line or lines, every reasonable precaution will be taken to prevent damage or danger to the structures and lines of grantor and to any other property of the grantor; that no machinery, equipment or materials shall be used that will come in contact with the wires, structures, equipment or electrical property of grantor; that all such work shall be done at the expense and risk of grantee upon its sole responsibility and without liability on the part of grantor for same.

5. By accepting this grant and conveyance, grantee, for itself, its successors and assigns, agrees to be bound by all of its terms and conditions.

IN WITNESS WHEREOF, Duke Power Company has caused this instrument to be executed by its duly authorized officials, this the Tenth day of October, 1950.



ATTEST  
[Signature]  
Assistant Secretary

DUKE POWER COMPANY,  
By [Signature]  
Vice President

In the presence of:

[Signature]  
James Y. Taylor

(Continued on next page)