

TITLE TO REAL ESTATE

3720 PROVISIONS - LARSON & CO. - GREENVILLE

STATE OF SOUTH CAROLINA)
GREENVILLE COUNTY)

THIS INDENTURE, Made and entered into this the 17th. day of February, 1938, by and between WOODSIDE COTTON MILLS COMPANY, a corporation organized under the laws of the State of South Carolina, party of the first part, and DUKE POWER COMPANY, a corporation organized under the laws of the State of New Jersey, party of the second part, WITNESSETH:

WHEREAS, the party of the first part owns the property hereinafter described, and the party of the second part is desirous of leasing said property for the purpose of installing, operating and maintaining thereon its electric apparatus, appliances and other property, and transmitting electricity thereto and thereover and distributing the same therefrom.

NOW THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar and other good and valuable considerations to it paid by Duke Power Company, the receipt of which is hereby acknowledged, the party of the first part has let, leased and demised, and by these presents does let, lease and demise unto the party of the second part, its successors and assigns, all that certain lot, piece or parcel of land and right of way situate, lying and being in or near the City of Greenville, Greenville County, South Carolina, and more particularly described as follows:

(A) That lot described as follows: BEGINNING at an angle iron corner, said corner being located N. 60-30 W., 39 feet from outside face of engine room wall, and N. 29-30 E., 40 feet from outside face of Mill building wall of Woodside Mill, Greenville Plant; thence parallel with the north wall of Mill building N. 60-30 W., 60 feet to angle iron; thence N. 29-30 E., 40 feet to angle iron; thence S. 60-30 E., 60 feet to angle iron; thence S. 29-30 W., 40 feet to the BEGINNING, as shown within red lines on map file No. A-13-w. hereto attached and made a part hereof.

(B) The right, privilege and easement of constructing, operating and maintaining in a proper manner with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity along and over the property of the party of the first part, extending from a point near North Vance Street to above described substation leased lot approximately along the location shown in red line on map file No. A-13-y hereto attached and made a part hereof; together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon, together with the right to keep said line clear of any obstructions that might in any way endanger or interfere with the proper operation, maintenance and use of same.

TO HAVE AND TO HOLD the aforesaid lot of land and rights, privileges and easements, unto the party of the second part, for the use and purpose of installing, operating and maintaining thereon its electrical apparatus and other property, and transmitting electricity to said lot and distributing the same therefrom, so long as it renders electric service to the plant of the party of the first part located adjacent to said lot and right of way.

IT IS UNDERSTOOD AND AGREED that title to all of the property installed or placed upon said lot and right of way by Duke Power Company shall, at any and all times during the continuance of this lease, or at the termination thereof, have the right to enter in an upon said premises and remove same.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event Duke Power Company shall abandon the use of said lot and right of way for the purposes hereinabove set forth, and shall remove its property therefrom, then and in that event this lease shall terminate and Duke Power Company shall surrender said premises to the party of the first part.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IT IS UNDERSTOOD AND AGREED that the party of the second part will remove its 2300-volt line extending upon the premises of the party of the first part from a point near North Vance Street to substation approximately as shown in line marked " Present line- 2300 vt." on said map, File No. A-13-y, hereto attached and made a part hereof.

IN WITNESS WHEREOF, on the day and year first above written, the Woodside Cotton Mills Company has caused this indenture to be signed in its name and behalf by its President, its corporate seal to be hereto affixed, and to be attested by its Secretary.

ATTEST:
George Brownlee:
Secretary.

WOODSIDE COTTON MILLS COMPANY,
By- S. M. Beattie
President.



Signed, Sealed and Delivered
in the presence of:

C. E. Ashmore
Alice Price

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me C. E. Ashmore and made oath that she saw the within named WOODSIDE COTTON MILLS COMPANY, a corporation organized under the laws of the State of South Carolina, by S. M. Beattie, its President, and George Brownlee, its Secretary, sign, seal, and as the act and deed of said Woodside Cotton Mills Company, deliver the within written instrument, and that she with Alice Price witnessed the execution thereof.

C. E. Ashmore

SWORN to and subscribed before me,
this 17th. day of February, A. D., 1938.

E. J. Todd
Notary S. C.

Recorded March 9th. 1938 at 9:00 A. M.

J. H.



all times be and remain in said Duke Power Company, and the Duke Power Company, shall, at