

## TITLE TO REAL ESTATE

37830 PROVENCE-JANUARY CO.-GREENVILLE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That H. L. Brookshire grantor(s), in consideration of \$60.00 in hand paid by DUKE POWER COMPANY, a corporation organized under the laws of the State of New Jersey, receipt whereof is hereby acknowledged, do hereby grant and convey unto said Duke Power Company, its successors and assigns, a right of way and easement over and upon that tract of land owned by me (us) situate in the above State and County, bounded by the lands of C. H. Rainey, W. C. Johns & others; the land upon which said right of way and easement is granted being particularly described as follows, to-wit:

Being that portion of my (our) said lands lying within a strip of land 128 feet in width, extending 64 feet on each side of the center line of said right of way as same has been marked out on the ground and as shown on blue print recorded in the Public Registry of Greenville County, South Carolina, in Book J, at page 136-137; with the right, privilege and easement to enter upon and occupy the whole or any part of said right of way, and to construct, maintain and operate upon, along and within the limits of same, poles, towers, wires, lines and other structures, apparatus and appliances of any nature or character whatsoever, for the purpose of transmitting and distributing electric power, and for any purpose connected therewith, and also for telephone purposes; and to make such alterations, changes, renewals, substitutions and additions to or in connection with said lines, wires, towers, poles, structures, apparatus and appliances, as the Power Company, its successors or assigns, may at any time or from time to time deem desirable or advisable; with the right, privilege and easement to keep or to require said right of way as above described, to be kept free and clear of any and all structures, trees and other objects of any nature or description except those placed thereon by said Power Company, its successors or assigns; with the further right to cut away and keep clear of said lines and structures any tree located upon property now owned by the grantor(s) outside of said right of way, which if it should fall or be blown down might strike any of said lines, structures, or other property; with the further right of ingress to and egress from the above mentioned and described strip of land, over, upon and across the lands of the grantor(s) above referred to, for the purpose of exercising any or all of the rights and privileges hereby granted; provided that the failure or neglect of the Power Company, its successors or assigns, to keep or require said right of way to be kept clear as aforesaid, or to exercise any of the rights herein granted, shall not be construed as a waiver or abandonment of the right thereafter and at any time to remove or require the removal of any structure or object which may have been placed or allowed to remain on said right of way, or to exercise any of the rights and privileges hereby granted.

IT IS AGREED, that the owner of said tract of land may use or permit said right of way to be used for growing such crops and maintaining such fences thereon as may not interfere with the use of said right of way by the Power Company for the purposes hereinabove mentioned, or conflict with its right at all times to maintain and operate said right of way and the apparatus and structures placed thereon.

TO HAVE AND TO HOLD the aforesaid right of way, rights, privileges and easements unto the said Duke Power Company, its successors and assigns, to its and their only use and behoof forever.

AND the said grantor(s) for himself, his heirs and assigns, covenant with said Duke Power Company, its successors and assigns, that he has right to convey said right of way, rights, privileges and easements as aforesaid, and that the same are free and clear of all liens and encumbrances, and that he will forever warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor(s) has hereunto set his hand and seal this 16 day of November, 1939.