

TITLE TO REAL ESTATE

46782 PROVENCE-JARREAS CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

THIS LEASE, made this the day of , 1945, by COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF GREER AND THE CITY OF GREER, a municipal corporation organized under the laws of the State of South Carolina, hereinafter called the "City", to Duke Power Company, a corporation organized under the laws of the State of New Jersey, hereinafter called the "Power Company",

W I T N E S S E T H:

That in consideration of One (\$1.00) Dollar in hand paid to the City by the Power Company, receipt of which is hereby acknowledged, and of other good and valuable considerations, the City does hereby lease, for the period and subject to the terms and conditions hereinafter set out, to the Power Company, the following described premises, to-wit: (A) that certain lot of land, and (B) that certain right of way lying and being in or near the City of Greer, Greenville County, South Carolina:

(A) That lot described as follows: BEGINNING at a point at or near the fence of the City, which point is N. 78-23 W. 35 feet from a point, which last point is S. 11-37 W. 7 feet from the southwest corner of the power plant belonging to the City, and runs thence from said point of beginning, N. 78-23 W. 50 feet; thence N. 11-37 E. 57 feet; thence S. 78-23 E. 50 feet; thence S. 11-37 W. 57 feet to the point of BEGINNING, and being shown within red lines on print dated March 26, 1945, hereto attached and made a part hereof.

(B) The right, privilege and easement of constructing and maintaining in a proper manner, with poles, wires, and other apparatus and appliances, a line for the purpose of transmitting power by electricity along and over the property of the City, which line shall extend from the northerly side of the above described lot in a northerly direction to the present line of the Power Company, approximately as shown by red line on the above mentioned print; together with the right at all times to enter upon said property for the purpose of constructing, operating and inspecting said line and making necessary repairs and alterations thereon, together with the right to keep said line clear of all trees, structures or obstructions of any kind that might in any way endanger or interfere with the proper construction, maintenance or use of same.

TO HAVE AND TO HOLD the aforesaid premises unto the Power Company for the purpose of installing, operating and maintaining thereon its electrical apparatus and other property and transmitting electricity to said lot and distributing the same therefrom.

Title to all property placed or installed upon said lot and right of way by the Power Company shall at all times be and remain in the Power Company and the Power Company shall at any and all times during the continuance of this lease, and at the termination thereof, have the right to enter said premises and remove same.

This lease shall continue in force so long as the Power Company furnishes electric service to the plant of the City located adjacent to said premises, and upon the discontinuance of the furnishing of such electric service, and upon ninety (90) days' written notice from the City, The Power Company shall remove its property from said premises and this lease shall terminate.

It is understood that the Power Company will remove its present line from the premises of the City, which line is shown by green line on the attached print and thereon indicated as "Present 44 KV line to be removed", and will abandon any right of way which it may have for same.

This contract shall inure to and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, on the day and year first above written, the Commissioners of Public Works of the City of Greer, by resolution duly adopted in meeting assembled, have caused this lease to be signed by their Chairman and attested by their Secretary; and the City of Greer, by resolution duly adopted by its City Council in meeting assembled, has caused this lease to be signed by its Mayor, its corporate seal to be hereunto affixed and attested by its City Clerk.

ATTEST:

Carl C. Lanford
Secretary.

Signed, Sealed and Delivered
in the presence of:

Margaret C. Hudgins
J. T. Morgan

ATTEST:

C. B. Cannon.
City Clerk.

COMMISSIONERS OF PUBLIC WORKS.
OF THE CITY OF GREER.
BY: C. M. Ponder

Chairman

CITY OF GREER.
BY: Fred L. Crow,
Mayor.