

KNOW ALL MEN BY THESE PRESENTS, That The First National Bank of Greenville, S.C. and Wilkins Cagle as Trustees of the Estate of J. W. Cagle, Deceased, Lillie Cagle Carter, J.W. Cagle, J. O. Cagle, Alice R. Cagle and Virginia Cagle Williams, and Osborne Cagle and Wilkins Cagle,

(grantor(s))

of which \$2,000.00 is paid to the Estate of J. W. Cagle, Dec'd. and \$1,000.00 paid to Lillie in consideration, of \$ 3,000.00 /, paid by DUKE POWER COMPANY, a New Jersey corporation, Cagle Carter, Life Tenant receipt whereof is hereby acknowledged, do grant and convey unto said Duke Power Company a right of way in and over my (our) tract of land situate in the above State and County, bounded by the

lands of Greater Greenville Sewer District Commission on the east and southeast, by J. W. Gantt and Jerry H. Reeves on the west, and by Parkins Mill Road on the north, and being a portion of the property belonging to the late J. W. Cagle and devised by him as shown by his will which is of record in the Probate Court for Greenville County, South Carolina;

the land upon which said right of way is located and the rights granted being more particularly described as follows:

Being that portion of my (our) said land lying within a strip of land 74 feet wide, extending 37 feet on each side of the center line as same has been marked out on the ground, and being shown on print recorded in the public registry of the above State and County in Book

page; with the right to enter said strip of land, and to construct, maintain and operate within the limits of same, poles, towers, wires, lines, apparatus and appliances for the purpose of transmitting electric power and for telephone purposes, and to make such relocations, changes, renewals, substitutions and additions of or to same from time to time, as said Power Company may deem desirable; with the right to keep said strip of land free and clear of any or all structures, trees and other objects of any nature, except those placed in or upon same by said Power Company; with the right at all times to cut away all trees located upon said land outside of said strip which, if they should fall or be blown or cut down might strike any of said poles, towers, wires, lines, apparatus or appliances; with the right of ingress to and egress from said strip of land across the land above referred to, for the purpose of exercising the rights hereby granted; provided that the failure of the Power Company to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same. PROVIDED, however, no substations, transformers, feeder lines or similar structures shall be erected on said right-of-way, and the same shall be used for a right-of-way only. IT IS AGREED that the grantor(s) may plant crops and maintain fences on said strip of land and may construct streets or roads across but not lengthwise of same, provided that such planting, fences, streets or roads, or any other use of said strip of land by grantor(s) shall not, in the opinion of the Power Company, interfere or conflict with the use of said strip of land by the Power Company for the purposes hereinabove mentioned.

The right of way and easements hereby granted shall be binding upon and shall inure to the parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hands and seals,

this 15th day of December, 1950. Signed, Sealed and Delivered in Presence of Georgia Knox Bailey, C. M. Gathney Jr. as to J.W. Cagle, J. O. Cagle, Alice L. Cagle & Virginia Cagle Williams & Osborne Cagle

By: [Signature] -V. Pres. & Trust Officer (SEAL) And: [Signature] Trustees of Est. of J. W. Cagle, Deceased [Signature] (SEAL) [Signature] (SEAL) [Signature] (SEAL) [Signature] (SEAL) [Signature] (SEAL) [Signature] (SEAL) [Signature] (SEAL)

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