STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

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KNOW ALL MEN BY THESE PRESENTS, That AKERS MOTOR LINES, INC., a corporation organized under the laws of the State of North Carolina, Grantor, in consideration of $ 310 00 paid by DUKE POWER COMPANY, a New Jersey corporation, receipt whereof is hereby acknowledged, does grant and convey unto said Duke Power Company a right of way in and over that tract of land situate in the above State and County, bounded by the lands of Bowers Battery and Spark Plug Company and others and being in part shown on print File No. 11-97 dated November 8, 1960, a copy of which is hereto attached; the land upon which said right of way is located and the rights granted being as follows:

Being the following portion of said land, to-wit: So much of same as lies within a strip of land 50 feet wide, extending 25 feet on each side of the center line, as said center line has been marked out on the ground and as same is shown on print ~~recorded or to be recorded in the Public Registry of the above State and County,~~ (hereto attached) and extends from Station 10 / 17.2 to Station 13 / 18 as shown on the print; with the right to enter said portion of said 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 portion of said 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 or trim all trees located upon said land outside of said portion 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 portion of said 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.

IT IS AGREED that Grantor may plant crops and maintain fences on said portion of said 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 portion of said land by Grantor shall not, in the opinion of the Power Company, interfere or conflict with the use of said portion of said land by Power Company for the purposes hereinabove mentioned.

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

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officials this the _____ day of _____, 1960.

ATTEST:

J. Robert Howard
Secretary

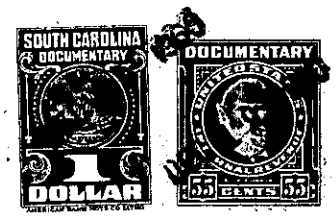
AKERS MOTOR LINES, INC.

By Jno. M. Akers
President

Signed, Sealed and Delivered in the Presence of:

Helen B. Haynes

Edith G. Strupe



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