

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 strips of land free and clear of any and 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 strips which if they should fall or be blown or cut down might strike any of said poles, towers, wires, lines, apparatus or appliances; 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 the Grantor may plant crops and maintain fences on said strips 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 strips of land by Grantor shall not, in the opinion of the Power Company, interfere or conflict with the use of said strips 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 and assigns.

By accepting this instrument Duke Power Company agrees to remove its lines from the premises of Grantor, which lines are shown by green lines on the attached print and thereon indicated "Present Lines to be Removed" and "To be Removed" and will abandon its right of way and easement for same.

Duke Power Company joins in the execution of this instrument for the purpose of agreeing to and being bound by its terms and conditions.