

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(s) 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(s) shall not, in the opinion of the Power Company, interfere or conflict with the use of said portion of said land by the Power Company for the purposes hereinabove mentioned.

By accepting this instrument, Duke Power Company agrees to remove its line shown by green line on the attached print and thereon indicated "Existing Line To Be Removed" and to abandon its right of way for same

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, heirs and assigns.

IN WITNESS WHEREOF, said Grantor(s) has hereunto set his hand and seal, this 7th day of January, 1963.

Ward B. Hines (SEAL)
Ward B. Hines (SEAL)
(SEAL)
(SEAL)

Signed, Sealed and Delivered in the Presence of:

Mrs. R. E. Cleveland
Mrs. Lollie J. Hines