

lines and undergrowth between said lines and
 in the space of twenty-five feet (25) on
 each side thereof, with the further right to
 cut away and keep clear of said lines and wires
 all trees and other obstructions that might in
 any way endanger the proper operation of the
 said lines. It is further understood and agreed
 by and between the parties hereto, that the poles,
 towers, wires and other apparatus and appliances
 erected hereunder shall be and so remain, the
 property of the party of the second part and
 shall be removed by them at any time. The party
 of the second part may first build only one of
 its lines and thereafter without obtaining
 its right therefor to build the other line when
 it desires to do so.

8. The party of the second part shall have the
 right to cut trees immediately adjacent to said
 lines and wires such trees to interfere or
 damage said power lines. The party of the
 second part shall and will pay to the party
 of the first part for all trees so cut on a
 basis to be agreed by and between the parties
 hereto.

9. This contract and the rights herein granted
 are made subject to any outstanding rights
 or claims of any third party heretofore
 acquired by either the first or second party
 and except as set forth in the preceding
 paragraphs, it is hereby understood and
 agreed by the parties hereto that this
 agreement shall not be construed to limit,
 interfere, nor preclude any rights, privileged,
 ways and easements to the party of the first
 part herein belonging, in and to, the land
 and properties above described, anything to the
 contrary herein set forth notwithstanding, pro-
 vided that in the exercising of the said
 rights the party of the first part shall not
 interfere with the safe construction, operation,
 or maintenance of the poles, towers, wires
 and other apparatus and appliances erected,
 or hereafter to be erected, on the said right
 of way by the party of the second part.
 10. Party of the second part shall indemnify,
 protect and save harmless the party of the
 first part from all loss, damage, cost or
 expense which the party of the first part

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may sustain on account of loss or claims for damage
 by reason of the construction, operation, or main-
 tenance upon said land by party of the second part
 of said line of wires, supports or other appliances
 connected therewith.

6. The party of the second part agree to cut the
 timber land to the ground and to dispose of same
 satisfactorily to the party of the first part, piling
 and burning all tree stumps, limbs and brush
 along said lines, exerting all care to prevent the
 spreading of such fires to the adjacent timber
 and trees owned by the party of the first part.

7. Should the party of the second part desire to
 relocate and reconstruct its lines on said property
 to accommodate future roads, streets and building
 improvements, it shall first secure permission
 by agreement from the party of the first part.

8. This agreement with all of its terms and
 provisions shall be applicable to, and bind,
 the successors and assigns of both of the
 parties hereto, in the same manner and to
 the same extent as it applied to and binds
 the parties herein named.

In witness whereof, the parties hereto, by their
 duly qualified officers have executed this
 instrument in duplicate on this the day and
 date first above written.

Saluda Land and Lumber Company
 By F. E. Cary, President
 Carolina Power and Light Company
 By J. A. Tillery, V. P.



attest:
 C. M. Casene, Secretary
 attest:
 C. J. Curry, Asst. Secretary

Signed, Sealed and Delivered in the presence of:
 E. H. Marley, As to the Lumber Company
 C. H. McClure
 C. L. Thomas, As to the Power & Light Company
 J. S. McClure

State of Illinois
 County of Cook
 On this 22nd day of December A.D. 1927, per-
 sonally appeared before me A. H. McClure who being
 duly sworn on oath, did say that he saw
 that within named Saluda Land and Lumber
 Company, a corporation, by F. E. Cary, its
 President and C. M. Casene, its Secretary, sign

Over.