

THIS AGREEMENT, made and entered into this 4th day of June, 1942, by and between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation under the laws of the State of South Carolina, hereinafter for convenience called the Licensor, party of the first part, and DUKE POWER COMPANY, a corporation under the laws of the State of New Jersey, hereinafter for convenience called Licensee, party of the second part:

WITNESSETH That the Licensor, in consideration of the covenants upon the part of Licensee to be kept and performed, as hereinafter expressed, does hereby grant unto Licensee the right or license to construct, install and maintain a fence on the Licensor's land at Greenville, Greenville County, South Carolina, at a location described as follows:

Beginning at a point 4692 feet west of mile post 130, Greenville Branch Line of Licensor (as measured from Augusta, Georgia) and 12 feet north of centerline of interchange track, as measured at right angles therefrom; running thence in an easterly direction, parallel to centerline of said track, a distance of 23 feet, more or less; thence in a northeasterly direction, along property line of Licensor, a distance of 7 feet, more or less; thence in a westerly direction, along property line of Licensor, unfenced, a distance of 45 feet, more or less; thence in a southeasterly direction, along property line of Licensor, unfenced, a distance of 20 feet, more or less, to point of beginning; said land of Licensor at this point being of variable width.

All more fully shown outlined in red on blueprint attached hereto and made a part hereof.

And Licensee hereby covenants and agrees, in consideration thereof:

First: That said fence shall be constructed and maintained by Licensee of materials and in a manner in all respects satisfactory to the Engineer Maintenance of Way of Licensor and at the entire cost and expense of Licensee.

Second: That Licensee shall and will indemnify and save harmless the Licensor, its successors and assigns, against any and all loss of or damage to said fence whether the same is the result of fire caused by negligent emission of sparks from locomotive engines of Licensor, or otherwise, however.

Third: That this agreement shall be terminated at any time on thirty days' written notice from either party hereto to the other, and that on termination hereof, Licensee shall remove said fence from said right of way and restore said premises to a condition satisfactory to said Engineer Maintenance of Way, all at Licensee's cost and expense.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate, the day and year first above written.

Witnesses for Licensor:

J. B. Campbell
M. C. Thomas

CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY

BY: F. W. Brown

General Manager

Attest: Geo. L. Whitmire

Assistant Secretary

Witnesses for Licensee:

H. E. Carter
W. R. Jackson

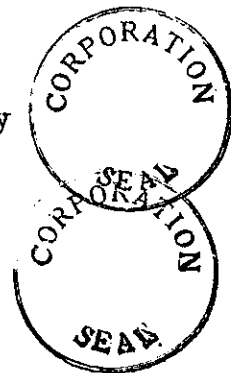
DUKE POWER COMPANY

BY: E. C. Marshall

Vice President

Attest: L. H. Adams

Asst. Secretary



(SEAL)

Approved:

M. G. McDonald
General Solicitor

Approved

L. W. Franks
Engr. Maint. of Way

Approved

L. Crnons
General Superintendent.

STATE OF NORTH CAROLINA)

COUNTY OF NEW HANOVER)

Personally appeared before me J. B. Campbell and made oath that he saw present and saw the within named CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, by F. W. Brown, its General Manager attested by Geo L. Mitchell, its Assistant Secretary, sign, seal, and as its att and deed deliver the within written instrument, and that he, with M. C. Thomas witnessed the execution thereof.

Sworn to and subscribed before me this 13 day of August, 1942.

B. B. Reynolds
Notary Public for New Hanover County, North Carolina.

My commission expires December 31, 1943.



J. B. Campbell

(SEAL)