

KNOW ALL MEN BY THESE PRESENTS, That H.C. Madden

(grantor(s))

in consideration, of \$ 35.00, paid by DUKE POWER COMPANY, a New Jersey corporation,

receipt whereof is hereby acknowledged, do grant and convey unto said Duke Power Company a right of way in and over my (our) tract of land situate in the above State and County, bounded by the

lands of Bessie Mahaffey, H.K. Townes, Fred Burdette

the land upon which said right of way is located and the rights granted being more particularly described as follows:

Being that portion of my (our) said land lying within a strip of land 74 feet wide, extending 37 feet on each side of the center line as same has been marked out on the ground, and being

shown on print recorded in the public registry of the above State and County in Book 4 page 43, 45;

with the right to enter said strip 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 strip of 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 all trees located upon said land outside of said strip 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 strip of 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 the grantor(s) may plant crops and maintain fences on said strip 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 strip of land by grantor(s) shall not, in the opinion of the Power Company, interfere or conflict with the use of said strip 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, heirs and assigns.

IN WITNESS WHEREOF, the said grantor(s) has hereunto set his hand and seal, this 30<sup>th</sup> day of March, 1950.

H.C. Madden (SEAL)

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_ (SEAL)

Bill Chapman \_\_\_\_\_ (SEAL)

Dallas Campbell \_\_\_\_\_ (SEAL)

PERSONALLY appeared before me Dallas Campbell and made oath that he saw the within named H.C. Madden

sign,

seal, and as his act and deed deliver the within written instrument, and that he

with Bill Chapman witnessed the execution thereof.

SWORN to before me this 26<sup>th</sup> day of July, A. D., 1950

Dallas Campbell  
Notary Public

Dallas Campbell

Recorded August 24th, 1950 at 10:00 A. M. #20613