

STATE OF SOUTH CAROLINA)
:)
COUNTY OF GREENVILLE)

For Plat in connection with this Agreement See Plat Book KK, page 1

THIS AGREEMENT AND CONVEYANCE Made this the 1st day of May, 1956, by and between PIEDMONT AND NORTHERN RAILWAY COMPANY, a corporation organized under the laws of the State of South Carolina, party of the first part, hereinafter called the "Railway Company", and DUKE POWER COMPANY, a corporation organized under the laws of the State of New Jersey, party of the second part, hereinafter called the "Power Company",

W I T N E S S E T H:

For and in consideration of the mutual covenants and agreements herein contained, the parties hereto have agreed and do agree as follows:

1. The Railway Company hereby grants and conveys unto the Power Company, its successors and assigns, a right of way and easement in, over and upon the land of Railway Company in or near the City of Greenville, Greenville County, South Carolina, bounded on the north by Bramlette Road, on the east by C & W C Railway, on the south by land now or formerly of E. W. Clyborn and Bessie A. Clyborn, Roy M. Reid, Jones R. Culbertson and others, and being shown on print File No. 102-54 dated October 4, 1955, a copy of which is hereto attached and made a part hereof; the land upon which said right of way and easement is located and the rights granted being more particularly described as follows:

Being that portion of its said land lying within a strip of land 68 feet wide, extending 34 feet on each side of the center line as said center line has been marked out on the ground and as same is shown by red line on the attached print and thereon indicated "Relocation", and which center line extends from station 0/00 to station 1/51.9, to station 4/39.7, to station 6/49.7 as shown on said print; 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, subject to the exception hereinafter set out; 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. It is understood and agreed that if the facilities of the Power Company to be located on said right of way interfere with the future construction of tracks by the Railway Company, the Power Company will relocate such facilities so as to remove such interference; provided the Railway Company furnish it with a new right of way substantially similar in form to the right of way hereby granted and at a location mutually satisfactory to the parties.