

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
JAN 23 1957 A.M.



Mrs. Ollie Farrisworth
R. M. C.

KNOW ALL MEN BY THESE PRESENTS, That CONE MILLS CORPORATION, a corporation organized under the laws of the State of North Carolina, grantor, in consideration of \$1.00 paid by DUKE POWER COMPANY, a New Jersey corporation, receipt whereof is hereby acknowledged, does grant and convey unto said Duke Power Company, its successors and assigns, a right of way in and over the tract of land of the Grantor situate near the City of Greenville, in the above State and County, and being the tract of land on which the plant of the Union Bleachery Division of the grantor is located, the land upon which said right of way is located and the rights granted being more particularly described as follows:

Being that portion of said tract of land lying within a strip of land 68 feet wide, extending 34 feet on each side of the center line shown by red lines on print File No. 52-129 dated December 11, 1956, hereto attached and made a part hereof and being indicated on said print as "Relocation of 44 KV Line"; with the right to enter said strip of land, and to construct, maintain and operate within the limits of same, poles, H-frames, 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 may maintain fences on said strip of land and may construct streets or roads across but not lengthwise of same, provided that such fences, streets or roads, or any other use of said strip of land by grantor shall not, in the opinion of the Power Company, interfere or conflict with the use of

Jan 23 1957 State of South Carolina Book 569 Page 377