

said portion 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 portion of said 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 distinctly understood and agreed that the easement herein and hereby granted is a non-exclusive easement in that Relief and Annuity Board of the Southern Baptist Convention expressly reserves and retains unto itself, its successors and assigns, the right to make any and all use of the above described real property which is subject to the easement herein and hereby granted which shall not unreasonably interfere with the easement thereon herein and hereby granted, including, without the enumeration of the specific being intended to limit the general, the right, at any and all times, to plant crops, maintain fences, construct and maintain any and all utilities on, over or across any part or portion of said easement, so long as the same shall not unreasonably interfere with the easement herein and hereby granted, and further to construct streets and roads, on, over or across said easement so long as said streets or roads are not built, constructed, or maintained lengthwise on said easement, and so long as the same shall not unreasonably interfere with the easement herein and hereby granted.

By accepting this instrument, Duke Power Company agrees that same is granted in lieu of the portion of that certain lease from Daniel Construction Company, Inc., to Duke Power Company dated May 19, 1959, recorded in the Public Registry of Greenville County in Book 625 at page 411, other than the portion of same revised by lease from the Grantors to Duke Power Company dated the Fourteenth (14th) day of December, 1960.

It is agreed that in case Duke Power Company at any time in the future abandons the above mentioned right of way for use as a transmission line and removes its transmission poles, towers, wires, lines and apparatus therefrom, that the easement hereby granted shall become inoperative and that Duke Power Company will