

All trees which Grantee is authorized to cut by this agreement shall be the property of Duke Power Company.

Grantee will repair any actual damage it shall do to Grantor's private lanes, roads, or crops and will reimburse Grantor for any actual damage which is caused by the exercise of the right of ingress or egress.

Grantor reserves all other rights to said strip of land not inconsistent with the rights and easements above set out, except that Grantor agrees that (1) if streets, roads, water lines or sewer lines are constructed across said strip, they shall be at an angle of more than forty-five degrees between the center line of said streets, roads, water lines or sewer lines and the center line of said strip, and shall be more than 20 feet from any structures placed upon said strip by Grantee, and the outside limit of any cut or fill shall be more than 20 feet from said structures; (2) any fences upon said strip shall be safely removed from structures of the Grantee; (3) no wells shall be dug on said strip; (4) no septic tanks, absorption pits, or underground storage tanks shall be placed on said strip; (5) said strip shall not be used for burial grounds; (6) Grantee's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's successors or assigns.

The failure of Grantee 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 them.

TO HAVE AND TO HOLD said tract(s) or parcel(s) of land together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, unto Grantee, its successors and assigns forever.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements; that the same is free and clear from any and all incumbrances and will forever warrant and defend the title to the said rights and easements against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Signed, Sealed and Delivered in the presence of:

*William T. Anderson*

*Mary Pace*

*x Donald Pace*  
Donald Pace (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

The undersigned COMMERCIAL NATIONAL BANK OF SPARTANBURG, being the owner and holder of those certain mortgages executed by Clayton Pace, as follows: (1) dated January 10, 1953, recorded in the Public Registry of ~~SPARTANBURG~~ Greenville County, South Carolina, in Book 551, page 31; and (2) dated January 2, 1954, recorded in the Public Registry of Greenville County, South Carolina, in Book 583, page 155, ~~join~~ and of the indebtedness secured thereby joins in this instrument for the purpose of releasing, and hereby forever releases and discharges the rights, privileges and easements described herein from the lien and operation of said mortgages, expressly retaining the lien of said mortgages in full force and effect except as to the rights and easements hereby expressly released.

IN WITNESS WHEREOF, this instrument is executed on the 21 day of October, 1969.

Signed, Sealed and Delivered in the Presence of:

*Shirley W. Lussan*

FIRST NATIONAL BANK OF S.C., SUCCESSOR TO  
COMMERCIAL NATIONAL BANK OF SPARTANBURG

By *Jean E. Wofford*  
Asst. Vice President

Attest *J. D. Luster*  
ASST. CASHIER

