

State of South Carolina,
Greenville County.

This Agreement made and entered into this the--- day of October A.D. 1909, by and between the American Spinning Company, a corporation by and under the laws of South Carolina and the Southern Power Company, a corporation by and under the laws of the State of New Jersey, and doing business in the County of Greenville, South Carolina.,

WITNESSETH:

That for and in consideration of the terms, conditions, stipulations, covenants and agreements hereinafter expressed, the said American Spinning Company grants to the said Southern Power Company the right and privilege to enter upon the land of the said American Spinning Company, in said County and State at that point near its Mill No. 2, as shown by the Blue Print hereto attached and made a part of this agreement, said point being at the property line of the said American Spinning Company and right of way of the Southern Railway Company, and Beginning at a stake at said point runs; thence S. 81.53 W. two hundred and forty-three feet; thence S. 50.51 W. three hundred and twenty-three feet and seven inches; thence S. 22.45 W. six hundred and fifteen feet; thence S. 24.56 W. Two hundred and thirty one feet to Buncombe road or property line of said American Spinning Company; that said entry carries with it the right to erect towers at the points designated on said Blue Print for towers and to stretch wires along the same, and for the purpose of such erection and the maintenance and repair of same from time to time, the right of ingress and egress over, on and across said line and within ten feet on either side of the same, is hereby given to said Southern Power Company, its agents, servants, employees, successors and assigns at any and all times.

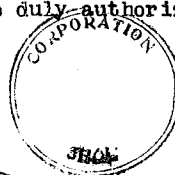
It is agreed that the privileges above given are granted by said American Spinning Company and accepted by said Southern Power Company on the express condition, that if at any time the said line, wires, towers, ingress and egress as aforesaid, or any of them becomes objectionable to the said American Spinning Company, then and in either event the said Southern Power Company will at its own expense, upon sixty days notice, remove all of said wires, towers and matters appurtenant, from the property of the said American Spinning Company and will cease ingress and egress in, over and on the space aforementioned.

And it is further agreed that the location of said line and towers as shown by said Blue Print are subject to the approval of the Insurance Companies that may from time to time carry insurance on said American Spinning Company's property against loss by fire, and if such disapproval by said Companies, or any of them be had, the location hereinbefore agreed upon as shown by said Blue Print shall be re-located at some point to be agreed upon, the right of agreement being reserved by said American Spinning Company.
It is further agreed that no interest is coupled with the rights and privileges hereby granted.

That to the full and complete performance of all the terms and conditions herein expressed each of the corporation hereto do hereby bind themselves, their successors and assigns firmly by these presents and each do hereby set their corporate seals and cause these presents to be subscribed by their respective duly authorized officers the day and year first above written.

Signed, sealed and delivered,
in the presence of.

As to Southern Power Company.
L. E. Etheridge,
B. Hutchison,



Southern Power Company,
By W.S. Lee,
2nd. Vice-President.
And W.H. Martin, Asst.-Treas.

As to American Spinning Co.,
H.M. Pickett,
J.H. Morgan, Jr.



American Spinning Co.,
By J.H. Morgan, Prest. & Treas.
And W.B. Boyd, Secty.

North Carolina,

Mecklenberg County.

Personally comes before me B. Hutchison and made oath that he saw Southern Power Company by W.S. Lee, 2nd. Vice-President and W.H. Martin, Asst. Treas. sign, seal and as its act and deed deliver the within written instrument and that he with L.C. Etheridge witnessed the execution thereof.

Sworn to and subscribed before me,

October 27, 1909.

Norman A. Cocks, (SEAL)
Not. Pub. N.C.

B. Hutchison



State of South Carolina,
Greenville County.

Personally comes before me J.H. Morgan, Jr. and makes oath that he saw the within named American Spinning Company, by J.H. Morgan, Prest. & Treas. and W.B. Boyd, Sect, sign seal and as its act and deed deliver the within written instrument, and that he with H.M. Pickett witnessed the execution of same.

Sworn to and subscribed before me October
25th, 1909

J.H. Morgan, (SEAL)
Not. Pub. S.C.

J.H. Morgan, Jr.



Recorder October 28th, 1909.