

Cedar Falls Light and Power Company DEED TO T.R. Goldsmith

State of South Carolina,

COUNTY OF Greenville

KNOW ALL MEN BY THESE PRESENTS, That Cedar Falls Light and Power Company

a corporation chartered under the laws of the State of South Carolina and having its principal place of business at Greenville in the State of South Carolina for and in consideration of the sum of Seventy-five (\$75.00) DOLLARS,

to it in hand duly paid at and before the sealing and delivery of these presents by the grantee... hereinafter named, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto T.R. Goldsmith, All that certain tract of land situate in the County of Greenville, State of South Carolina, near the Fork Shoals Road and more particularly described as follows: Beginning at an iron pin in the center of the Road, corner of the tract #8, of the Cedar Falls Light & Power Co. lands, sold to Hopkins and running thence with the line of said tract #8- S. 30 W. 589 to an iron pin; thence N. 13-1/4 E. 600 feet to an iron pin in the center of said Road; thence with said Road S. 63-1/2 E. 173 feet to the beginning corner.

Upon condition, however, which is hereby declared to be a condition subsequent, that for a period of four (4) years from the date of this deed, the grantee nor his heirs, executors or assigns shall not conduct nor permit to be conducted on any of the said property herein conveyed, any mercantile establishment of any kind whatsoever.

Reserving, however, to the Grantor its successors and assigns the right so far as the granted lands are concerned, of erecting and maintaining a dam or dams, across Reedy River at or near Cedar Falls or Fork Shoals, or both places, with the right from time to time to repair said dam or dams and increase their height and dimensions to such point as may be deemed advisable by the grantor, its successors and assigns, so as to fully develop the power of said river, without liability to the grantee, his heirs and assigns, for such damage as may result from the maintenance of such dam or dams or the ponding of the waters of said river, and further reserving the right to erect and maintain a pole line, or lines, across said premises for the purpose of erecting and maintaining wires and other conduits for the purpose of transmitting electric power and current, and for the purpose of maintaining telephone and telegraph wires with the right to construct such other pole lines as may be deemed advisable; and reserving the further right to maintain the roads over and across the granted premises as they are now located, and with the right to re-locate and to construct other roads as may be deemed necessary for the business of the grantor or for the convenience of the public. Provided, however, that in any such work of construction no dwelling house, out buildings or other structures shall be interfered with and no growing crops destroyed without making due compensation.

TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the grantee...hereinabove named, and his heirs and assigns forever.

And the said granting corporation does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the grantee... hereinabove named, and his heirs and assigns, against itself and its successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In witness whereof the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, on this the 9th day of February, in the year of our Lord one thousand nine hundred and seventeen, and in the one hundred and forty-first year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of Buffie Moss, Elise Bush,

Cedar Falls Light & Power Co., By B.E. Geer, Pres. & Treas. and J.M. Geer, Secty.

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

PERSONALLY appeared before me Buffie Moss and made oath that s.he saw B.E. Geer as President & Treasurer and J.M. Geer as Secretary

of Cedar Falls Light & Power Co. a corporation chartered under the laws of the State of South Carolina sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written deed, and that s.he with Elise Bush, witnessed the execution thereof.

SWORN to before me, this 9th day of February, A. D. 1917. T.G. Davis (SEAL.) Notary Public for South Carolina.

Buffie Moss Recorded for November 15th, 1917.

For a release to this case, see Deed Book # 33 at page 289