

tract of land

The aforesaid ~~surveyed~~ ~~tract(s)~~ ~~is~~ ~~(are)~~ shown on a map of Duke Power Company Rights of Way for Tiger-North Greenville Transmission Line, dated September 13, 1963 marked File No. 24-48, copy of which is attached hereto and made a part hereof, and the land over which said rights and easements are granted is a part of the property acquired by Grantor by the following deed(s) from James T. Bowling and Larry E. Bowling, recorded in Book 537, page 244.

Grantor for the consideration aforesaid further grants to Grantee (1) the right to make relocations, changes, renewals, substitutions and additions on or to said structures within said strip(s) from time to time; (2) the right from time to time to cut down, clear away and keep free of said strip(s) any or all structures, trees or other objects of any nature; (3) the right from time to time to trim, cut down, fell, and clear away any trees on the other property of the Grantor not described above and outside of said strip(s) which now or hereafter may be a hazard to said towers, poles, wires, cables or other apparatus or appliances by reason of falling thereon; (4) the right of ingress to and egress from said strip(s) of land across the other land of the Grantor not described above and outside of said strip(s) for the purpose of exercising the rights hereby granted, but if roads exist that can be used by Grantee where ingress or egress is needed, said right to be exercised over such roads.

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.

Grantor reserves all other rights to said strip(s) of land not inconsistent with the rights herein granted, including (but not limited to) the rights (1) to construct streets or roads across but not lengthwise on said strip(s); (2) to plant field crops and gardens; (3) to maintain fences that are safely removed from structures to be placed on said strip(s); (4) all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall be the property of Grantor.

Grantee shall repair any damage it shall do to Grantor's private roads or lanes, and shall reimburse Grantor for any actual loss or damage which shall be caused by the exercise of said ingress or egress, or by any wrongful or negligent act or omission of Grantee.

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:

C. J. Hoyle
.....
Walter Caudell
.....

Luke L. Caudell (SEAL)
Luke L. Caudell
Marie G. Caudell (SEAL)
Marie G. Caudell
..... (SEAL)
..... (SEAL)