

State of South Carolina,  
County of Greenville.

Known all men by these presents, that we, (Mrs.) Senie K. Horton and (Mrs.) Kempie K. Powell, of the State and County aforesaid, for and in consideration of the sum of One hundred Fifty (\$150.00) Dollars, paid to us by the Duke Power Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, in the State aforesaid, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Duke Power Company, its successors and assigns, the right, privilege and easement to back water in, over, upon, through or away from the hereinafter described tract of land to any extent deemed necessary or advisable by said Duke Power Company, its successors or assigns, in connection with the maintenance and operation of its hydroelectric plant known as "mumblin Shoals", as said plant is now or heretofore has been constructed and operated.

The tract of land upon which said rights and easements are hereby granted is described as follows:

"All that piece, parcel, lot or tract of land, lying, situate and being in Dunklin Township, Greenville County, State of South Carolina, and having the following metes and bounds:

"Beginning at a stone 3xnm in public road, thence N. 67 degrees 30 minutes E. 3.61 to stone 3xnm, thence S. 27 degrees 45 minutes E. 8.10 to stone 3xnm; thence N. 46 degrees 45 minutes E. 9.10 to stone 3xnm; thence S. 48 degrees 45 minutes E. 22.15 to a stone 3xnm; thence S. 52 degrees W. 24.45 to a stone 3xnm on the West side of Little Horse Creek; thence N. 35 degrees W. 3.46 to corner 3xnm on creek; thence up the meanderings of Little Horse Creek to corner 3xnm in creek at bridge; thence up the public road to beginning, containing 6 1/2 acres, more or less, bounded by lands of R. B. Arnold, D. P. Ridgeway, James A. Scott, J. A. Traynham and W. M. Ridgeway."

We hereby admit, acknowledge and agree that the consideration hereinbefore stated and paid to us is in full settlement, satisfaction and payment of any and all damages that we may have sustained or may hereafter sustain to the said land by reason of the erection, construction and maintenance of said mumblin Shoals Plant as same now is or to the height heretofore erected and maintained.

It is understood and agreed that we reserve the right to cultivate, pasture or otherwise use any and all of said lands not used or covered by the privilege and easement hereby granted.

In the event Duke Power Company, its successors or assigns shall cease to use and maintain the dam and plant at mumblin Shoals, or any renewal of same as aforesaid, or to overflow or back water over and upon said lands, this deed of easement is to cease and determine and said land is to revert to the said grantees, their heirs, and assigns, forever.

And we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto said Duke Power Company, its successors and assigns, against us, our heirs and all others lawfully claiming or to claim the same or any part thereof.

Witness our hands and seals this the 26th day of September, A. D. 1936, and in the One hundred and Sixty first year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered  
in the presence of:

S. A. Townsley, as to K. K. P.

Kempie K. Powell (SEAL)  
Mrs. Senie K. Horton (SEAL)

M. L. Powell do

C. S. Bowen, as to S.K. H.

Joe M. Chandler.  
State of South Carolina, County of Greenville.

Personally appeared C. S. Bowen who on oath states that he saw the within named (Mrs.) Senie K. Horton sign, seal and as her act and deed deliver the within written Deed of Easement, and that he with Joe M. Chandler witnessed the execution thereof.

Sworn to before me this the 30th day of September, 1936 C. S. Bowen.

Etta R. Sanders, (L. S.)

Notary Public for S. C.  
State of South Carolina, County of Marlboro

Personally appeared S. A. Townsley who on oath states that he saw the within named (Mrs.) Kempie K. Powell sign, seal and as her act and deed deliver the within written deed of Easement and that he with M. L. Powell witnessed the execution thereof.

Sworn to before me this the 26 day of Sept. 1936 S. A. Townsley.

B. L. Stanton (L. S.)

S. C. Stamps \$1.00  
U. S. Stamps \$0.30

Recorded this the 1st day of October, 1936, at 4:55 P. M.