

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS INDENTURE, made and entered into this the 17th day of March, 1939, by and between DUNEAN MILLS, a corporation organized and existing under the laws of the State of South Carolina, party of the first part, hereinafter called the "Mills", and DUKE POWER COMPANY, a corporation organized and existing under the laws of the State of New Jersey, party of the second part, hereinafter called the "Power Company", WITNESSETH:

WHEREAS, the Mills owns the property hereinafter described and the Power Company is desirous of leasing said property for the purposes hereinafter set out;

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar and other good and valuable considerations to it paid by the Power Company, the receipt of which is hereby acknowledged, the Mills has let, leased and demised, and by these presents does let, lease and demise, unto the Power Company (A) all that certain lot, piece or parcel of land, and (B) all of that certain right of way situate, lying and being in or near the City of Greenville, in Greenville County, State of South Carolina, and particularly described as follows, to-wit:

(A) That lot described as follows: Beginning at an angle iron located 4 feet east of a point 12 feet South of the southwest corner of the present substation, and running thence west 31 feet to an angle iron; thence N. 44 feet to an angle iron; thence E. 31 feet to an angle iron; thence S. 44 feet to the point of Beginning, all as is shown within red lines on print dated March 9, 1939, hereto attached and made a part hereof.

(B) The right privilege and easement of constructing and maintaining in a proper manner, with poles, wires and other apparatus and appliances, a line for the purpose of transmitting power by electricity along and over the property of the Mills, which line shall extend in a westerly and southerly direction from the westerly boundary of the above described lot to the southerly edge of Stevens Street, approximately as shown by red line on print heretofore mentioned; together with the right at all times to enter upon said property for the purpose of operating and inspecting said line and making necessary repairs and alterations thereon, together with the right to keep said line clear of any trees or obstructions of any kind that might in any way endanger or interfere with the proper operation, maintenance and use of same.

TO HAVE AND TO HOLD the aforesaid lot of land, and rights, privileges and easements, unto the Power Company for the use and purpose of installing, operating and maintaining thereon its electrical apparatus and other property and transmitting electricity to said lot and distributing the same therefrom, so long as the Power Company renders electric service to the plant of the Mills located adjacent to said lot and right of way.

IT IS UNDERSTOOD AND AGREED that title to all of the property placed or installed upon said lot and right of way by the Power Company shall at all times be and remain in said Power Company, and the Power Company shall, at any and all times during the continuance of this lease, and at the termination thereof, have the right to enter in and upon said premises and remove same.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event the Power Company shall discontinue the rendering of electric service to the above mentioned plant of the Mills, said Power Company shall remove its property therefrom and in that event this lease shall terminate and the Power Company shall surrender said premises to the Mills.

IT IS FURTHER UNDERSTOOD AND AGREED THAT this contract shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, on the day and year first above written, Dunean Mills has caused this instrument to be executed in its corporate name by its President or Vice President, and to be attested and its corporate seal to be hereto affixed by its Secretary or Assistant Secretary.

ATTEST:

Brown Mahon
Secretary.

Signed, sealed and delivered
in the presence of:

Bess P. Blumen
C. N. Wallace

State of South Carolina,
County of Greenville.

Personally appeared before me C. N. Wallace and made oath that he saw the within named Dunean Mills, by R. E. Henry, its President, and Brown Mahon, its Secretary, sign, seal, and as its act and deed deliver the within written instrument; and that he with Bess P. Blumen witnessed the execution thereof.

Sworn to before me, this 17th day of March, A. D. 1939

C. N. Wallace

T. Lake Cely, Notary Public for S.C.
My commission expires at the Pleasure of the Governor of South Carolina.

Recorded March 22nd, 1939 at 9:00 A. M. #3598 BY: E.G.

