

EASEMENT

NORTH CAROLINA
DAVIDSON COUNTY
Parcel ID # 675601073972 – TRACT 1
Parcel ID # 674604845291 – TRACT 2

Return To: Duke Energy
c/o Southeastern Land Co.
PO Box 1241
Conway, SC 29528

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____ ("Effective Date"), from DAVIDSON COUNTY, a body corporate and politic of the State of North Carolina, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Thomasville Township, described as follows: containing 54.430 acres (TRACT 1), more or less, and being the land described in a Deed from David C. Conrad and wife, Blanche M. Conrad; Diana C. Kepley and husband, Ronald L. Kepley; Rowena C. Pender, (Divorced); Mary C. Quinn, (Widow); and Barbara Ann Conrad, (Single); and Diana C. Kepley, Administrator of the Estate of Fleta Thelma Conrad, to Davidson County, a body corporate and politic of the State of North Carolina, dated November 13, 1998, and recorded in Deed Book 1106, Page 1730, Davidson County Registry and also the property containing 364.78 acres (TRACT 2), more or less and being named in the land described in a Deed from Banks B. Everhart, widower to Davidson County, a corporate and political body and subdivision of the State of North Carolina, dated July 29th, 2002 and recorded in Deed Book 1342 and Pages 1782-1785, Davidson County Registry. The property acquired by Grantor by instrument recorded in Deed Book 197, Page 361. (The "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area – See attached Exhibit A incorporated herein by reference.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or

street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein. Said facilities shall be installed at locations mutually agreeable to the parties hereto.

It is understood and agreed that, DEC/DEP shall not install facilities outside of said Easement Area without obtaining another EASEMENT, except for those facilities that may be installed as set forth in item (d) above.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

DAVIDSON COUNTY, a body corporate and politic of the State of North Carolina

By: _____

Title: _____

Signed: _____

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of DAVIDSON COUNTY, a body corporate and politic of the State of North Carolina and being authorized to do so, executed the foregoing EASEMENT on behalf of the Grantor.

Witness my hand and notarial seal, this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

EXHIBIT A

The following coordinates indicate pole locations for Duke Energy labeled as: P2, P3, P4 and P5:

TRACT 1 - Parcel ID # 675601073972

P2

Lat: 35.853749

Long: -80.181184

Distance from center of street: 23' in the NW direction

This is the same location as the existing pole

P4

Lat: 35.853944

Long -80.181512

Distance from center of street: 37' in the NW direction

This is the same location as the existing pole

P5

Lat: 35.854166

Long -80.181835

Distance from center of street: 35' in the NW direction

Down guy length = 25'

This is the same location as the existing pole

TRACT 2 - Parcel ID # 674604845291

P3

Parcel 32 Guywire location

Lat: 35.853679

Long: -80.181391

Distance from center of street: 31' in the SW direction

Length: 24'