

EASEMENT

NORTH CAROLINA
GUILFORD COUNTY

Prepared By: Duke Energy
Return To: Duke Energy Carolinas
Attn: Gregory Alan Rowe
2500 Fairfax Rd
Greensboro NC, 27407

THIS EASEMENT ("Easement") is made this _____ day of _____, 2020 ("Effective Date"), from GUILFORD COUNTY, North Carolina, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

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 Morehead Township, described as follows: containing 10.0 acres, more or less and being the land described in a deed from CMH of KY, Inc., a Kentucky corporation to Guilford County, North Carolina, dated September 6, 2017, recorded in Deed Book 7976 Page 1889, Guilford County Registry (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, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (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.

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.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

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.

GUILFORD COUNTY

By: _____

Jeff Phillips, Chairman,
Board of Commissioners

ATTEST:

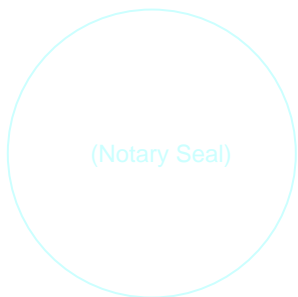
Robin Keller, County Clerk

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that Robin Keller personally appeared before me this day and acknowledged that she is County Clerk of GUILFORD COUNTY, and that by authority duly given and as the act of said COUNTY, the foregoing EASEMENT was signed in its name by its _____ Chairman, sealed with its official seal, and attested by _____ self as its _____ Clerk.

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



(Notary Seal)

Notary Public

My commission expires: _____