

## EASEMENT

NORTH CAROLINA  
RUTHERFORD COUNTY

Prepared By: Duke Energy Carolinas, LLC  
Return To: Duke Energy Carolinas, LLC  
Attn: Veronica Olsen  
957 Spartanburg Hwy.  
Hendersonville, NC 28792

THIS EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
("Effective Date"), from RUTHERFORD COUNTY, ("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 Cool Springs Township, described as follows: Rutherford County Tax Parcel #1647339, containing 27.72 acres, more or less, and being the land described in a deed from Gurney P. Hood, Commissioner of Banks of North Carolina to Rutherford County, dated June 12, 1933 in Deed Book 154, Page 180, Rutherford 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, 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.

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.

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.

RUTHERFORD COUNTY

By: \_\_\_\_\_  
Bryan King, Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
Hazel Haynes, \_\_\_\_\_ Clerk  
(Affix Official Seal)

\_\_\_\_\_  
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 \_\_\_\_\_ Clerk of RUTHERFORD 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 Public  
My commission expires: \_\_\_\_\_