

EASEMENT

NORTH CAROLINA

BUNCOMBE COUNTY
9648-17-2323-00000

THIS EASEMENT made this _____ day of _____, 20____, from BUNCOMBE COUNTY, A BODY POLITIC AND CORPORATE, hereinafter referred to as GRANTOR (whether one or more), to DUKE ENERGY PROGRESS, INC., a North Carolina public service corporation, hereinafter referred to as DEP;

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors and assigns, the right, privilege, and easement to go in and upon the land of GRANTOR situated in Asheville Township of said County and State, described as follows: containing 26.87 acres, more or less, and being the land described in a deed from Asheville City Board of Education, a/k/a The Asheville City Board of Education, Asheville School Board and The Asheville School Board, to Buncombe County, a body politic and corporate, dated February 10, 2014, and recorded in Deed Book 5188, Page 997, also shown as that 26.87 acre tract on a Plat, dated January 29, 2014, entitled "Boundary Survey of Asheville Middle School", and recorded in Plat Book 140, Page 10, all Buncombe County Registry, LESS AND EXCEPT any prior out-conveyances, and to construct, maintain, and operate electric and/or communication facilities thereon consisting of poles, cables, wires, guys, anchors, underground conduits, enclosures, and other pertinent facilities within an easement area thirty (30) feet wide for the overhead portion of said facilities and ten (10) 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 enclosure, with the right to do all things necessary, including, but not being limited to, the right: (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; (b) to keep said easement area cleared of trees, shrubs, undergrowth, buildings, structures, and obstructions; (c) to trim or cut any tree adjacent to said easement area that may, in the opinion of DEP, endanger the overhead facilities or hinder the maintenance, operation, and use of the same; and (d) to install, at angle points of the overhead facilities, guy wires and anchors outside of said easement area. The center line of the facilities shall be the center line of said easement area. **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.**

It is understood and agreed that said (overhead and underground) facilities shall be approximately located as shown on the attached "Exhibit A".

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP, its successors and assigns, forever. IN WITNESS WHEREOF, GRANTOR has caused this EASEMENT to be signed by its duly authorized officials and its official seal to be hereunto affixed, pursuant to a resolution of its governing body, as of the date first above written.

BUNCOMBE COUNTY

By: _____

_____, Chairman,
Board of Commissioners

ATTEST:

, _____ 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 BUNCOMBE 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

(Notary Seal)

My commission expires: _____