

EASEMENT

NORTH CAROLINA

BUNCOMBE COUNTY

THIS EASEMENT made this _____ day of _____, 20____, from COUNTY OF BUNCOMBE, a body politic and corporation, hereinafter referred to as GRANTOR (whether one or more), to CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, d/b/a PROGRESS ENERGY CAROLINAS, INC., hereinafter referred to as PEC

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 PEC, 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 3.57 acres, more or less, and the parcel known as "Buncombe County Courthouse", and being the land described in deeds to County of Buncombe from: 1) M.H. Harris, dated February 7, 1924, and recorded in Deed Book 280, Page 317; 2) Elizabeth Moss Harris and husband, Henry H. Harris, dated February 14, 1969, and recorded in Deed Book 995, Page 300; 3) City of Asheville, dated June 9, 1992, and recorded in Deed Book 1698, Page 700; 4) Ingle Transfer & Storage Co., Inc. dated January 4, 1984, and recorded in Deed Book 1342, Page 218; and 5) Resolution to Permanently Close a Portion of Davidson Drive, Resolution No. 10-219, dated September 28, 2010, and recorded in Deed Book 4834, Page 1093, 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, underground conduits, enclosures, and other pertinent facilities within an easement area ten (10) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any PEC 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; and (b) to keep said easement area cleared of trees, shrubs, undergrowth, buildings, structures, and obstructions. The center line of the facilities shall be the center line of said easement area. **PEC shall not install facilities outside of said easement area without obtaining another EASEMENT.**

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

Notwithstanding anything to the contrary above, it is understood and agreed the PEC shall not install said facilities under any permanent buildings on the lands described above, without written permission from Grantor.

TO HAVE AND TO HOLD said rights, privilege, and easement unto PEC, 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

My commission expires: _____
