

EASEMENT

Prepared By:
Public Service of North Carolina, Incorporated
Return To:
SCANA Corporation
Attn: Craig Bodie
800-A Gaston Rd.
Gastonia, NC 28056

Line No.	T-072 Phase I
Parcel No.	963610386000000
R/W No.	BU-147.000
Project No.	P64187
Check No.	
Date of Check	

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Know all men by these presents that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to **COUNTY OF BUNCOMBE, a body corporate and politic of the State of North Carolina** ("**Grantor**", whether one or more), the receipt of which is hereby acknowledged, Grantor hereby conveys unto **PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED**, a South Carolina corporation d/b/a **PSNC ENERGY**, and its successors and assigns ("**PSNC**"), a perpetual easement for installing, laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing a pipeline or pipelines (together with appurtenant facilities including, but not limited to, valves, regulators, meters, fittings, appliances, tie-overs, pipeline markers, communications and electrical service, and corrosion control equipment) (the pipeline(s) and appurtenant facilities are collectively referred to herein as "**Facilities**") for the transportation and control of natural gas under, upon, over, through, and across lands of Grantor, or in which Grantor has an interest, situate in Avery Creek Township, Buncombe County, North Carolina, as described in that instrument recorded in Book 5310, Page 500, Buncombe County Registry ("**Grantor's Land**"). The easement granted herein shall be located as shown on **Exhibit A**, which are attached hereto and incorporated herein (the "**Permanent Right of Way**").

PSNC shall have the right to install, lay, construct, maintain, inspect, operate, repair, alter, replace, change the size of, and remove, at any time and from time to time, additional Facilities within the Easement Area, including one or more additional pipelines and appurtenances thereto, without the payment of additional compensation, such rights being included in this Easement and the consideration paid hereunder. All Facilities installed by PSNC shall be and remain the property of PSNC and may be removed or replaced by it at any time and from time to time. PSNC shall have the right to assign this Easement and the rights granted herein, in whole or in part, at any time and from time to time.

PSNC shall have all rights necessary and convenient for exercising the rights granted herein, including, but not limited to, the right of ingress and egress over and across the Easement Area and Grantor's Land for access to and from the Easement Area, and, subject to the provisions of this Easement, the right from time to time to cut all trees, shrubs, and undergrowth, and to clear other obstructions located within the Easement Area, that PSNC determines, in its discretion, may injure, endanger, or interfere with the Facilities or its exercise of the rights granted herein. In exercising the right of ingress and egress outside of the Easement Area granted herein, PSNC shall make reasonable efforts to cause the least practicable interference with Grantor's use of Grantor's Land and use existing roads and driveways to the extent reasonably practicable. PSNC shall comply with all applicable federal, state, and local laws, ordinances, and regulations in exercising the rights granted herein.

Grantor, its heirs, successors, and assigns, shall not do the following within the Easement Area: (i) construct or permit to be constructed any temporary or permanent house, building, or other natural or manmade structure (including, but not limited to, wells, tanks, septic systems, and other natural or man-made obstructions of any nature or kind whatsoever), (ii) place or allow to be placed any other temporary or permanent obstruction that PSNC determines, in its discretion, could damage the Facilities or interfere with its exercise of the rights granted herein (including, but not limited to, the accumulation of garbage, rubble, disabled vehicles, tires, or debris, or the impoundment of water), (iii) plant or allow to be planted any trees, timber, orchards, or large shrubs, (iv) change the grade without prior written approval from PSNC, or (v) relocate or remove any pipeline markers.

Grantor may make full use and enjoyment of the Easement Area in any manner not inconsistent with the rights conveyed herein, including, without limitation: (a) plant, grow, and harvest seasonal crops whose root systems will not interfere with the Facilities, (b) build roads, streets, or aboveground utilities that cross the Easement Area so long as the centerline of such road, street, or aboveground utility crosses the centerline of the Easement Area as close to perpendicular as reasonably possible, as determined by PSNC, (c) construct fences and underground utilities that cross the Easement Area, but only upon advance written approval from PSNC as to the type, specifications, construction plans, and exact location of the proposed improvements, including clearance distances from the Facilities, and provided that any fences must provide access to the Easement Area suitable to PSNC. Grantor shall notify PSNC in writing at least thirty (30) days prior to any construction or maintenance activity within the Easement Area to obtain such approval and to allow PSNC's representative to be present during such activity.

To have and to hold said Easement unto PSNC, its successors and assigns, forever, and Grantor, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with PSNC that Grantor is lawfully seized of Grantor's Land and the Easement Area in fee and has the right to convey said rights and Easement and that Grantor will forever warrant and forever defend the title to said rights and Easement against the lawful claims of all persons whomsoever. The individuals signing this Easement personally warrant that they have the right and power to enter into this Easement, to grant the rights granted under this Easement, and to undertake the obligations described in this Easement.

It is understood and acknowledged by the undersigned that the person securing this grant on behalf of PSNC is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on PSNC.

IN WITNESS WHEREOF, this **EASEMENT** is executed this _____ day of _____, 2019.

GRANTOR:

COUNTY OF BUNCOMBE

By: _____ Sign
_____ Print

Title: Member / Manager / President (Circle One)

[Notary Page(s) Follow]

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Warren P. Dumford a Notary Public of Iredell County, North Carolina, do hereby certify that _____, Member / Manager / President (Circle One) of **COUNTY OF BUNCOMBE, a body corporate and politic of the State of North Carolina**, (“ **GRANTOR**, personally appeared before me this day and acknowledged the due execution of the foregoing **EASEMENT** on behalf of the association.

Witness my hand and seal this _____ day of _____, 2019.

Warren P. Dumford Sign

My Commission Expires: January 05, 2021