

TEMPORARY ACCESS 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_TAR-005
Project No.	P64187
Check No.	
Date of Check	

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS TEMPORARY ACCESS EASEMENT (the "**Temporary Access Easement**") is made as of this ____ day of _____, 2019, from **COUNTY OF BUNCOMBE, a body corporate and politic of the State of North Carolina** ("**Grantor**", whether one or more) to **PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.**, a South Carolina corporation **d/b/a PSNC ENERGY** ("**PSNC**").

WHEREAS, Grantor is the owner of that certain real property located in Buncombe County, North Carolina, and being more particularly described in that instrument recorded in Book 5310, Page 500, Buncombe County Registry (the "**Grantor's Property**");

WHEREAS, PSNC owns an easement for natural gas facilities located on property adjacent to Grantor's Property (the "**PSNC Easement**"); and

WHEREAS, Grantor has agreed to grant temporary access privileges over Grantor's Property to PSNC for purposes of ingress, egress, and regress to the PSNC Easement area, as more particularly described herein.

NOW, THEREFORE, Grantor, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant PSNC the temporary right, privilege, and easement to go in and upon that portion of Grantor's Property described in **Exhibit A** attached hereto and incorporated herein (the "**Temporary Access Easement Area**"), and to construct, reconstruct, maintain, repair, operate, and use within the Temporary Access Easement Area a private road for ingress, egress, and regress to and from **Ferry Road** and the PSNC Easement. PSNC shall have the right, but not the obligation, to grade and gravel the Temporary Access Easement Area and keep it cleared of trees, buildings, and other obstructions.

Grantor, its heirs, successors, and assigns, reserves the right to make all uses of the Temporary Access Easement Area that do not unreasonably interfere with the privileges granted herein or violate any federal, state, or local law, rule, or regulation.

PSNC shall be responsible for actual damages to improvements existing as of the date hereof, and to annual crops, within the Temporary Access Easement Area proximately arising from PSNC's exercise of the privileges granted herein.

This Temporary Access Easement shall expire upon completion of the construction of PSNC's facilities within the PSNC Easement (including all post-construction work and closing out of all permits). Upon termination of this Temporary Access Easement, PSNC shall return the Temporary Access Easement Area to substantially the same condition it was in prior to PSNC's work, to the extent commercially reasonable and ordinary wear and tear excepted.

TO HAVE AND TO HOLD said rights, privilege, and easement unto PSNC, its affiliates, successors, and assigns, during the term set forth herein.

Grantor does hereby covenant with PSNC that Grantor is lawfully seized of Grantor's Property in fee and has the right to convey the Temporary Access Easement area and easement rights; that the same is free and clear from all encumbrances, except for any encumbrances of record or those readily disclosed by a current survey, including but not limited to road, railroad, utility, rights of way, and easements; and that Grantor shall warrant and forever defend the title to said easement area and easement rights against the lawful claims of all persons whomsoever.

Temporary land rights will expire upon completion of the project.

IN WITNESS WHEREOF, this **TEMPORARY ACCESS 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