

EASEMENT

NORTH CAROLINA
BUNCOMBE COUNTY

Return To: Duke Energy Progress, LLC
Attn: Wendi McCrain
555-A Brevard Rd
Asheville NC 28806

THIS EASEMENT ("Easement") is made this _____ day of _____, 20_____
("Effective Date"), from BUNCOMBE COUNTY, A BODY POLITIC AND CORPORATE, ("GRANTOR," whether one or
more), to Duke Energy Progress, LLC, a North Carolina limited liability company ("DEP"); 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 DEP, its successors, licensees, and assigns, the perpetual right,
privilege, and easement to go in and upon the land of GRANTOR situated in Asheville Township, described as follows: PIN#
9648-17-2323-00000, containing 25.97 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, to Buncombe County, a body
politic and corporate, dated February 10, 2014 and recorded in Deed Book 5188, Page 997, also shown 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 (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,
underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the
"Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20)
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 DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing
electrical energy and for communication purposes of DEP and Incumbent Local Exchange Carriers. The centerline of the
Facilities shall be the center line of the Easement Area. **DEP shall not install facilities outside said easement area
without obtaining another EASEMENT, except for those facilities that may be installed as set forth above.**

The general location of the easement area is shown on the sketch attached hereto as Exhibit A and recorded
herewith. The final and definitive location of the easement area shall become established by and upon the final
installation and erection of the facilities by DEP in substantial compliance with Exhibit A hereto.

The right, privilege and easement shall include the following rights granted to DEP: (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 DEP); (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 DEP, 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 DEP'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 DEP, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP 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.

BUNCOMBE COUNTY

By: _____ (SEAL)
Chairman,
Board of Commissioners

ATTEST

Clerk

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. the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this _____ day of _____, 20_____.



(Notary Seal)

Notary Public

My commission expires: _____