

EASEMENT

NORTH CAROLINA
BUNCOMBE COUNTY

Prepared By: Duke Energy
Return To: Duke Energy Progress, LLC
Attn: Jennifer Blankenship
555-A Brevard Rd
Asheville NC 28806

THIS EASEMENT ("Easement") is made this _____ day of _____, 20_____
("Effective Date"), from BUNCOMBE COUNTY, a North Carolina 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 the City of Asheville, described as follows: PIN# 9617-75-0217-00000, 9617-76-4108-00000, and 9617-86-2041-00000, containing 54.35 acres, more or less, and being a portion of the land described in a deed from 1) BASF Corporation to Buncombe County, dated June 6, 2001 and recorded in Book 2518 Page 86, 2) The Buncombe County Board of Education to Buncombe County, dated June 6, 2013, and recorded in Book 5116 Page 1807 3) a portion of real property exchange deed of conveyance from Buncombe County Board of Education to Buncombe County, dated January 4, 2008 and recorded in Book 4514 Page 1728, 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, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being twenty (20) feet wide, 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 of said easement area without obtaining another Easement.

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 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; and (c) 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, a North Carolina body politic and corporate

By: _____
_____, 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.

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



Notary Public

My commission expires: _____