

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Southeastern Land Company
PO Box 1241
Conway, SC 29528

Parcel # 869772529000000

EASEMENT

State of North Carolina

County of Buncombe

THIS EASEMENT (“**Easement**”) is made this ____ day of _____ 20_____, from **COUNTY OF BUNCOMBE**, a body corporate and politic organized under the laws of the State of North Carolina (“**Grantor**”, whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in that instrument recorded in Deed Book 1956, Page 717, Buncombe County Register of Deeds (“**Property**”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30’) in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20’) in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10’) wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the “**Easement Area**”).

*For Grantee’s Internal Use:
Work Order #: 48498843-30*

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
5. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
6. All other rights and privileges reasonably necessary, in Grantee's reasonable discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this _____ day of _____, 20____.

COUNTY OF BUNCOMBE

a body corporate and politic organized under the laws of the State of North Carolina

(SEAL)

By: _____,

_____ Title

Attest:

By: _____,

_____ Title

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of COUNTY OF BUNCOMBE, a body corporate and politic organized under the laws of the State of North Carolina, and that by authority duly given and as the act of said a body corporate and politic organized under the laws of the State of North Carolina, the foregoing EASEMENT was signed in its name by its _____, sealed with its official seal, and attested by herself/himself as its _____.

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



Notary Public: _____

Commission expires: _____

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

BUNCOMBE COUNTY, a body politic and corporate
of the State of North Carolina

By: _____
Brownie Newman, Chairman

Attest:

Lamar Joyner, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Lamar Joyner, Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the ___ day of June, 2023.

Notary Public

My commission expires: