EASEMENT

NORTH CAROLINA
CHATHAM COUNTY

THIS EASEMENT made this 16 day of September, 2013, from CHATHAM COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as GRANTOR (whether one or more), to PROGRESS ENERGY CAROLINAS, INC., a North Carolina public service corporation, hereinafter referred to as PEC;

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto PEC, its successors and assigns, the right, privilege, and easement to go in and upon the land of GRANTOR situated in Hickory Mountain Township of said County and State, described as follows: containing 16.68 acres, more or less, and being the land described in a deed from Wade Barber and wife, Marina Barber to Chatham County, dated August 29, 1991 and recorded in Deed Book 581, Page 262, Chatham County Registry, LESS AND EXCEPT any prior out-conveyances (the "Property"), and to construct, maintain, and operate electric and/or communication facilities thereon consisting of poles, cables, wires, guys, anchors, underground conduits, enclosures, and other pertinent facilities within an easement area thirty (30) feet wide for the overhead portion of said facilities and ten (10) 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 enclosure, with the right to do all things necessary, including, but not being limited to, the right: (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; (b) to keep said easement area cleared of trees, shrubs, undergrowth, buildings, structures, and obstructions; (c) to trim or cut any tree adjacent to said easement area that may, in the opinion of PEC, endanger the overhead facilities or hinder the maintenance, operation, and use of the same; and (d) to install, at angle points of the overhead facilities, guy wires and anchors outside of said easement area. The center line of the facilities shall be the center line of said easement area.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-described land, portions of which facilities may be installed immediately within the EASEMENT area, and other portions installed in the future as the need develops; provided, however, the EASEMENT shall be at a location on the property that is mutually agreeable to the parties hereto; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto PEC, its successors and assigns, forever. IN WITNESS WHEREOF, GRANTOR has caused this EASEMENT to be signed by its duly authorized officials and its official seal to be hereunto affixed, pursuant to a resolution of its governing body, as of the date first above written.

CHATHAM COUNTY

By: Brian Bock

Brian Bock, Vice-Chairman,
Board of Commissioners

ATTEST:

Sandra B. Sublett

, _____ Clerk

Sandra B. Sublett (Affix Official Seal)

NORTH CAROLINA, Chatham COUNTY

I, Lindsay K. Ray, a Notary Public of Lee County, North Carolina, certify that Sandra B. Sublett personally appeared before me this day and acknowledged that he(she) is _____ Clerk of CHATHAM COUNTY, and that by authority duly given and as the act of said COUNTY, the foregoing EASEMENT was signed in its name by its Vice Chairman, sealed with its official seal, and attested by her self as its _____ Clerk.

Witness my hand and notarial seal, this 18 day of September, 2013.

Lindsay K. Ray
Notary Public

(Notary Seal)

LINDSAY K. RAY
NOTARY PUBLIC
LEE COUNTY, N.C.
My Commission Expires 9-29-2016.

My commission expires: 09-29-2016