

## EASEMENT

NORTH CAROLINA  
GUILFORD COUNTY

Prepared By: DMP  
Return To: Duke Energy Carolinas  
2500 Fairfax Rd.  
Greensboro, NC 27407

THIS EASEMENT ("Easement") is made this 16<sup>th</sup> day of July, 2019 ("Effective Date"), from CITY OF GREENSBORO, a municipal corporation, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); 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 DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Morehead Township, described as follows: **Parcel 15623, being the property described in a Deed from Market Properties of Greensboro, Inc to City of Greensboro, dated December 17<sup>th</sup>, 2008 and recorded in Deed Book 6959 Page 2537-2539, Guilford 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 DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (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 DEC); (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 DEC, might interfere with or fall upon the Facilities; and (d) all other rights and privileges reasonably necessary or convenient for DEC'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 DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC 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.

CITY of GREENSBORO

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Deputy Clerk

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NORTH CAROLINA, DAVIDSON COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_  
County, North Carolina, certify that \_\_\_\_\_ personally appeared  
before me this day and acknowledged that he (she) is Deputy Clerk of the City of Greensboro, and that by  
authority duly given and as the act of said City, the foregoing EASEMENT was signed in its name by its  
Mayor, sealed with its official seal, and attested by her self as its Deputy Clerk.

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
My commission expires \_\_\_\_\_