

The Grantor, Duke Power Company, reserves from this conveyance the following rights, privileges and easements, to wit:

An electric transmission line right of way and easement in and across the property hereinabove conveyed; namely, the right and easement to enter upon that strip(s) of land more particularly described as follows:

Being a strip of land 68 feet wide, the centerline of which crosses the easterly portion of the lot conveyed in fee above, as shown on plat of survey attached hereto.

and on, in and along said strip(s) above described, the right to construct, reconstruct, inspect, maintain, alter, remove, and replace electric transmission lines and parts and components of such lines. A "transmission line" shall consist of a line of towers, poles, or other supporting structures (all of which shall be hereinafter called "Company's structures") spaced at necessary and proper intervals, for holding, either above or below ground level, wires, cables, conductors, pipes, lines, conduits, together with guy wires, structure foundations, crossarms, insulators, fixtures, and appropriate hardware for the purpose of transmitting electric energy and for Grantor's communication purposes.

Grantor shall have the right (a) to clear and to keep the strip(s) free of trees (except fruit trees below 15 ft. in height), structures, buildings, mobile homes and trailers, human graves, wells, septic tanks, underground storage tanks, garbage, trash, rubble, flammable material, building material, junk, and wrecked or disabled vehicles; (b) to keep said strip(s) free and clear from all other objects, whether above or below ground, which may interfere in any way with or endanger the transmission line, or the maintenance and operation of the line; (c) to fell all trees on Grantee's land outside of said strip(s) both now and in the future, tall enough to fall on a transmission line (or any component of same) on said strip(s); (d) to put gates in Grantee's fences on the strip(s) to give Grantor access through Grantee's fences on the strip(s); and (e) to plant or maintain shrubs and ornamental trees within said strip(s) at selected locations.

All trees cut under the authority of this agreement shall be the property of the Grantor.

Grantor's right to enter Grantee's land shall be confined to streets, roads, and driveways when they exist at the time entry is necessary and when they are adequate for Grantor's purposes; but when they do not exist or are not adequate, such right to enter shall be over the nearest most practicable route or routes to said strip(s). Grantor shall repair damage to Grantee's land, roads, driveways, and fences caused by Grantor's exercise of the rights herein granted and shall compensate Grantee for damages occurring to crops after the line is constructed.

Grantee shall have all other rights to said strip(s) not inconsistent with the rights and easements herein reserved. The rights of the Grantee shall include, but shall not necessarily be limited to, the following: (1) the right to cultivate crops, plants, shrubs, and fruit trees that do not exceed 15 feet in height; (2) the right to pave, improve, and use the strip(s) for temporary automobile parking provided party of the second part installs adequate protective barriers for Company's structures; (3) the right to use the strip(s) for recreation, provided no structures are erected; (4) the right to retain existing roads, drives, sewer, water, and other utility lines on the strip(s) at their existing locations as of the date of this instrument; (5) the right to construct and maintain new streets, roads, water, sewer, and utility lines across said strip(s) provided they cross the strip(s) at an angle of more than 30 degrees and are not located within 20 feet of Company's structures and meet legal clearance requirements; (6) the right to maintain existing fences and the right to build new fences on said strip(s) provided they are located at least 10 feet from Company's structures; and (7) the right to excavate, grade, and fill provided such is in accordance with good engineering practice, does not endanger Company's structures and their foundations, and meets legal clearance requirements.

The failure of the Grantor to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of them.

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