

said lines, making necessary repairs and alterations thereon and additions thereto, and cutting away or by other means keeping clear of said lines all trees, brush and other obstructions within said strip that may, in any way, endanger the proper maintenance and operation of the same. Provided, however, should any future highway or street relocation, widening or improvement alter the location of the northern and western edge of such right-of-way, the location of said easement shall move accordingly, and the grantee shall relocate said lines and equipment as necessary to insure that the same are at all times wholly located within the relocated easement.

2. That Duke Power Company agrees that it will, at the request of Janie D. DeTreville, or any subsequent owner of said property, relocate the poles, lines and other equipment placed in and upon the premises under the terms of this easement should such relocation become necessary to the owner's development of the property.

3. That it is mutually agreed between Duke Power Company and Janie D. DeTreville that the latter; and any and all subsequent owners of the said property, shall have full use of the land beneath said overhead lines so long as such use does not interfere with the use of such easement by Duke Power Company for the purposes above set forth.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the said Janie D. DeTreville has hereunto set her hand and seal, and Duke Power Company has caused these presents to be subscribed by its duly authorized officer and its corporate seal affixed hereto.

In the Presence of:

Frank M. Snyder
W. P. Carr

Janie D. DeTreville
Janie D. DeTreville

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