

Grantor, for the consideration aforesaid, further grants to Grantee (1) the right at any time to clear said land and keep said land clear of any or all structures, trees, fire hazards, or other objects of any nature; (2) the right at any time to make relocations, changes, renewals, substitutions and additions on or to said structures within said land; (3) the right from time to time to trim, fell, and clear away any trees on the property of the Grantor outside of said land which now or hereafter may be a hazard to said towers, poles, wires, cables, or other apparatus or appliances by reason of the danger of falling thereon; (4) the right of ingress to and egress from said land over and across the other lands of the Grantor by means of existing roads and lanes thereon, adjacent thereto, or crossing said land; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided, that such right of ingress and egress shall not extend to any portion of said lands which is separated from said land by any public road or highway, now crossing or hereafter crossing said lands.

All trees which Grantee is authorized to cut by this agreement shall be the property of Duke Power Company.

Grantee will repair any actual damage it shall do to Grantor's private lanes, roads, or crops and will reimburse Grantor for any actual damage which is caused by the exercise of the right of ingress or egress.

Grantor reserves all other rights to said land not inconsistent with the rights and easements above set out, except that Grantor agrees that (1) if streets, roads, water lines or sewer lines are constructed across said land, they shall be at an angle of more than forty-five degrees between the center line of said streets, roads, water lines or sewer lines and the center line of said land, and shall be more than 20 feet from any structures placed upon said land by Grantee, and the outside limit of any cut or fill shall be more than 20 feet from said structures; (2) any fences upon said land shall be safely removed from structures of the Grantee; (3) no wells shall be dug on said land; (4) no septic tanks, absorption pits, or underground storage tanks shall be placed on said land; (5) said land shall not be used for burial grounds; (6) Grantee's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's successors or assigns.

The failure of Grantee 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.

TO HAVE AND TO HOLD said tract(s) or parcel(s) of land together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, unto Grantee, its successors and assigns forever.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements; that the same is free and clear from any and all incumbrances and will forever warrant and defend the title to the said rights and easements against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Signed, Sealed and Delivered in the presence of:

*Kathleen B. Dickson* (SEAL)

*D. Keith Leatherford* (SEAL)

*S B Foster* (SEAL)

(SEAL)

(continued on next page)

NOT A PUBLIC RECORD