

MAIL TO: Davidson Electric Membership Corp., P.O. Box 948, Lexington, N.C. 27293
Drawn By: P.G. Stoner, Jr., Attorney at Law, P.O. Box 457, Lexington, North Carolina 27293

LOT #4

21 BK1769 P1426

ELECTRIC POWER LINE EASEMENT

RIGHT OF WAY RG
CONSIDERATION

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

THIS AGREEMENT made and entered into this 13th day of August, 1992

by and between A & L DEVELOPMENT, INC.

a corporation organized and existing under and by virtue of the laws of the state of North Carolina, with its principal office located in WALKERTOWN, North Carolina, hereinafter called "Grantor," and Davidson Electric Membership Corporation, hereinafter called "Corporation," having its principal place of business in the City of Lexington, North Carolina;

WITNESS:

The Grantor, for valuable considerations received, does grant and convey unto the Corporation, its successors and assigns, subject to the limitations hereinafter described, the perpetual right, privilege and easement to go in and upon the land of the Grantor situated in BELEWS CREEK Township, in said County and State, and more particularly described as follows:

A tract of land approximately .5 acres in area, located 3 miles in a NORTHEAST direction from the Town of WALKERTOWN, and adjoined by SULLIVAN TOWN RD on the North, LOT 3 (PERKINS) on the East, LOT 7 (THORN BURG) on the South and LOT 5 (A & L DEVELOPMENT) on the West, and others.

The land of the Grantor over which said right and easement are granted is a part of the property which was acquired by Deed recorded in Book 35, at Page 66, FORSYTH County Registry, to which reference is hereby made.

And to erect, construct, reconstruct, replace, operate, maintain, use and repair in, upon, under, over and through said land, and all waterways, streets, roads or highways thereunto abutting, in a proper manner, with poles, overhead and underground wires, lines, cables and all necessary foundations, footings, crossarms and other necessary apparatus and appliances, an electric distribution line or system, for the purpose of distributing electricity by one or more circuits and of supporting communications wires of the Corporation or any lessee thereof, together with a right-of-way over a strip of land being 40 feet wide extending 20 feet on each side of the center line which has been surveyed and staked out on said lands, as shown on and located by a certain map or drawing thereof on file at the principal office of the Corporation; to enter upon said land at any time and location for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof; to make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Corporation deems advisable or expedient; to keep and maintain a right-of-way clear of all structures (except ordinary fences), trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures; to cut, trim or fell any tree or trees outside of said right-of-way herein granted which, in the opinion of the Corporation or its representatives, constitute a hazard to or may endanger the safe and proper operation or maintenance of said lines, facilities or structures; and the right to install at angle points guy wires, anchors and stub poles outside the designated right-of-way strip; and to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification and telecommunications purposes.

The Grantor agrees that all lines, facilities, structures and related apparatus and appliances installed on the above-described land by the Corporation or its representatives shall be and remain the property of the Corporation, removable or replaceable at its option, and that the Grantor will not construct any structure (other than ordinary fencing) within 20 feet of said survey line, except upon prior agreement with the Corporation in writing.

The Grantor covenants that it truly owns the above-described land and that the same is free and clear of all encumbrances or liens, except as follows:

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto the Corporation, its successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed in its name by its duly authorized officers and its seal to be affixed by authority of its Board of Directors, the day and year first above written.

ATTEST:

Selma Alderson
SECRETARY

(CORPORATE SEAL)

A & L Development, Inc.
(CORPORATE NAME)

By: Ch. Colman Alderson
PRESIDENT

STATE OF NORTH CAROLINA Forsyth COUNTY

I, the undersigned, Notary Public of said County, do hereby certify that Selma Alderson personally came before me this day and acknowledged that she is Secretary of the above named corporation, and that by authority duly given, and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and official seal, this 13th day of August, 1992

My Commission Expires:

March 6, 1994

Margaret L. Perkins (SEAL)
NOTARY PUBLIC

The foregoing certificate of Margaret L. Perkins Notary Public of

FORSYTH

County, N C is certified to be correct.

This 27 day of Jan, 1993

REGISTERED
AND
FILED

L.E. SPEAS, REG. CLERK OF DEEDS

REGISTER OF DEEDS

FORSYTH

COUNTY

93 JUN 27 09:29

L E SPEAS
REGISTER OF DEEDS
FORSYTH CO. N C