

DUKE POWER CO.
Duke AD, S. 1st St.
Winston-Salem, NC 27108

BK1856 P1997

Form 00216 (R11-93)

Project No. 4221-08567
Drawn By Michael Bumgardner
JOB NAME: DOUBLEGATE DEVELOPMENT
WORK ID NO: 4221-0810140AC142

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

83

RIGHT-OF-WAY

NO TAXABLE CONSIDERATION

KNOW ALL MEN BY THESE PRESENTS, That D & R PARTNERSHIP, A NORTH CAROLINA GENERAL PARTNERSHIP

hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, does hereby grant unto DUKE POWER COMPANY, its successors and assigns, hereinafter called "Grantee," the right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, bounded by lands of:

Dodd J. Linker on the North; Gray Moss Drive and others on the South; C. Travis Riddle
and others on the West; and Deborah Sue Cooper and others on the East. (Tax Block 4213
Lot 1A) For a more particular description see Deed Book 1787 page 3534 as recorded
in the Office of the Register of Deeds of Forsyth County,

and over and across said premises within a right-of-way strip having a width of 10 feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to (check applicable):

☐ construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; to remove from the right-of-way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip; and to install guy wires and anchors extending beyond the limits of the right-of-way strip when determined necessary by Grantee.

☒ construct, maintain and operate underground lines and conduits with other necessary apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right-of-way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, NCUC Docket E-7, Sub 472, receipt of a copy of which is acknowledged by grantor.

This right-of-way is given to permit the construction of electrical facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its electrical facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if a corporation, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 24TH day of MARCH, 1995.

Witness: Michael G. Bymgardner

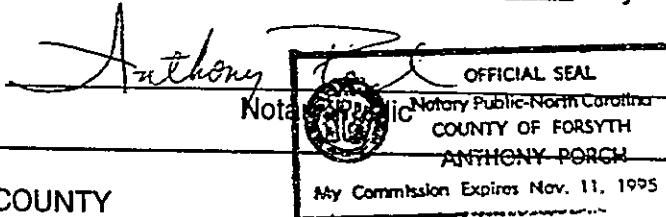
GENERAL PARTNER (SEAL)
J. Dodd Linker Jr. (SEAL)
"J. Dodd Linker Jr., General Partner" (SEAL)
D & D Partnership
(Corporate Name)

ATTEST: _____ By _____
 _____ Secretary _____ President

STATE OF NORTH CAROLINA, Forsyth COUNTY

I, Anthony Porch, a Notary Public for the above State and County, hereby certify that Michael G. Bymgardner personally appeared before me this day and being duly sworn, stated that in his/her presence J. Dodd Linker Jr. A GENERAL PARTNER signed the foregoing instrument. Witness my hand and official seal, this the 24TH day of March, 1995.

My Commission Expires November 11, 1995



STATE OF NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public for the above State and County, hereby certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of said corporation, the foregoing and annexed instrument was signed in its name by _____, its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official seal, this the _____ day of _____, 19____.

My Commission Expires _____

Notary Public

1000
Hilda
Green
L.E. SPEARS
REGISTER OF DEEDS
95 MAR -4 P 1:12

The foregoing Certificate(s) of Anthony Porch NP
Forsyth County NC is/are certified
 to be correct. This 4TH day of May, A.D., 1995.
L.E. Spears REGISTER OF DEEDS FOR Forsyth COUNTY
 By Hilda Green Deputy/Assistant-Register of Deeds.