

2. 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 by Company; (c) to fell all trees on Grantor'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 Grantor's fences on the strip(s) to give Company access through Grantor'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 which Company is authorized to cut by this agreement shall be the property of Duke Power Company.

Company's right to enter Grantor'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 Company'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). Company shall repair damage to Grantor's land, roads, driveways, and fences caused by Company's exercise of the rights herein granted and shall compensate Grantor for damages occurring to crops after the line is constructed.

Grantor reserves all other rights to said strip(s) not inconsistent with the rights and easements herein granted. Such reserved rights 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 Grantor 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 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:

*Tom J. Camp*

*Joseph Norton*

*x Ronald D. Sims* ..... (SEAL)

*x Brenda N. Sims* ..... (SEAL)

..... (SEAL)

..... (SEAL)

(CONTINUED ON NEXT PAGE)

0738

4328 NY 2