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the right from time to time to trim, cut down, fell and clear away any trees on said land which now or hereafter may be a hazard to the towers, poles, wires, cables or other apparatus or appliances which the Grantee shall erect, construct, reconstruct, replace and maintain upon the property adjoining the property of the Grantor by reason of falling thereon; and the right of ingress to and egress from said land for the purpose of exercising the rights hereby granted, but if roads exist that can be used by Grantee where ingress or egress is needed, said right to be exercised over such roads.

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.

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

Grantee shall repair any damage it shall do to Grantor's private roads, or lanes on said lands, and shall reimburse Grantor for any actual loss or damage which shall be caused by the exercise of said ingress or egress, or by any wrongful or negligent act or omission of Grantee.

TO HAVE AND TO HOLD said rights and easements 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:

*Cynthia R. Keeton* (SEAL)

*Vernon W. Hill* (SEAL)

*William D. Adair, Jr.* (SEAL)

(SEAL)

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