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Recorded: 08/21/2013 at 10:30:22 AM  
Fee Amt: \$26.00 Page 1 of 2  
Jackson County, NC  
Joe Hamilton Register of Deeds

BK 2004 PG 34-35

WO No. 4124189 Resp. 5735 Project CS PINC  
Drawn By: S Rogers  
Project Description: Primary Underground Power  
INSTALLATION along Road

Return Address: Duke Energy Carolinas  
Attn: Jim Rogers  
3103 Camp Creek Rd  
Whittier NC 28789

Grantor's Address:  
JANICE Couch  
4504 Bankside Ct  
Marietta GA 30066

STATE OF NORTH CAROLINA  
COUNTY OF JACKSON

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That JANICE Ruth Couch  
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 ENERGY CAROLINAS, LLC, and its successors and assigns, subsidiaries and divisions, hereinafter called "Grantee," the perpetual right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, property described as:

PIN 7622-05-7562  
BOOK 1423 Page 687

and over and across said premises within a right-of-way strip (check applicable):

having a width of \_\_\_\_\_ feet on each side of a centerline determined by the centerline of the electrical facilities and/or the lighting facilities, as installed, to construct, maintain and operate with poles, lighting fixtures, crossarms, wires, guys, anchors, cables, transformers and other apparatus and appliances, overhead lines for the purpose of transporting electricity and/or providing lighting services and for the communications purposes of the Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, equipment and facilities, to perform maintenance and repairs, and to make alterations and additions thereto; and relocate its facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement; and 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 or other facilities or equipment 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 or other facilities or equipment; to trim or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of the Grantee, might interfere with or fall upon the electric, lighting, or regulated telephone facilities within the right-of-way strip; and to install guy wires and anchors extending beyond the limits of the right-of-way strip.

having a width of 10 feet on each side of a centerline determined by the centerline of the electrical facilities and/or the lighting facilities, as installed, to construct, maintain and operate underground lines and conduits with other apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity, providing lighting services and for the communications purposes of Grantee. The following rights are also granted to Grantee: to enter said premises to inspect said lines, equipment and facilities, to perform maintenance and repairs, and to make alterations and additions thereto; and relocate its facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement; 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.

Grantor, for itself and its successors and assigns, agrees to hold Grantee, its successors and assigns, harmless for replacement and/or repair of paving, landscaping and fences as a result of future system maintenance and repair. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, NCUC Docket E-7, Sub 828, receipt of a copy of which is acknowledged by Grantor.

IN WITNESS WHEREOF, this instrument is executed on this 14 day of June, 2013

**GRANTOR**

By: \_\_\_\_\_  
(Company Name)  
Janice Ruth Couch  
(Signature of Signatory)  
Name: Janice Ruth Couch  
(Name of Signatory)  
Title: owner  
(Position/Title)

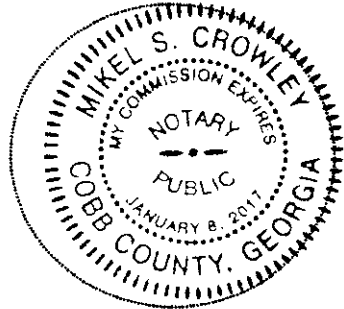
STATE OF NORTH CAROLINA, Jackson COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: 06/08/13

My Commission Expires: 01/08/17

\_\_\_\_\_  
Notary Public



Affix (Notary or Corporation) Seal