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STATE OF NORTH CAROLINA }  
 FORSYTH COUNTY

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 3rd day of March, 1969,  
 by and between

G & H DEVELOPMENT CORPORATION, a North Carolina  
 corporation of Guilford County

hereinafter called "Grantor" (whether one or more), and DUKE POWER COMPANY, a North Carolina  
 corporation, hereinafter called "Grantee";

WITNESSETH:

That Grantor, in consideration of \$7000.00 paid by Grantee, the receipt of which is hereby  
 acknowledged, does grant and convey unto Grantee, its successors and assigns, subject to the limitations  
 hereinafter described, the right to erect, construct, reconstruct, replace, maintain and use towers, poles,  
 wires, lines, cables, and all necessary and proper foundations, footings, crossarms and other appliances  
 and fixtures for the purpose of transmitting electric power and for Grantee's communication purposes, to-  
 gether with a right of way, on, along and in all of the hereinafter described tract(s) of land lying and being  
 in Forsyth County, North Carolina, and more particularly described as follows:  
 Being a strip of land 68 feet wide extending 34 feet on the  
 northwesterly side and 34 feet on the southeasterly  
 side of a survey line which has been marked on the ground and is approxi-  
 mately 881.5 feet long and lies across the land of the Grantor (in one or more sections).

The land of the Grantor over which said rights and easements are granted is a part of the property  
 described in the following deed(s) from W. R. Gross and wife  
 recorded in Book 977, page 272.

Said strip is shown on map of Duke Power Company Rights of Way for  
 Greensboro - Beckerdite Transmission Line, dated  
 February 1, 1969, marked File No. 42-169, copy of which is attached here-  
 to and made a part hereof.

Grantor, for the consideration aforesaid, further grants to Grantee (1) the right at any time to clear  
 said strip and keep said strip clear of any or all structures, trees, fire hazards, or other objects of any na-  
 ture; (2) the right at any time to make relocations, changes, renewals, substitutions and additions on or to  
 said structures within said strip; (3) the right from time to time to trim, fell, and clear away any trees on the  
 property of the Grantor outside of said strip which now or hereafter may be a hazard to said towers, poles,  
 wires, cables, or other apparatus or appliances by reason of the danger of falling thereon; (4) the right of  
 ingress to and egress from said strip over and across the other lands of the Grantor by means of existing  
 roads and lanes thereon, adjacent thereto, or crossing said strip; otherwise by such route or routes as shall  
 occasion the least practicable damage and inconvenience to Grantor; provided, that such right of ingress  
 and egress shall not extend to any portion of said lands which is separated from said strip by any public  
 road or highway, now crossing or hereafter crossing said lands.

STATE OF NORTH CAROLINA  
 FORSYTH COUNTY  
 015647  
 Real Estate Excise Tax  
 07.00  
 FEB 11 1969  
 RB. 18673

7.00  
 DEED 0982 PAGE 067  
 BOOK

Drawn outside Forsyth Co. Pl.

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

Grantee will repair any actual damage it shall do to Grantor's private lanes, roads, or crops and will reimburse Grantor for any actual damage which is caused by the exercise of the right of ingress or egress.

Grantor reserves all other rights to said strip of land not inconsistent with the rights and easements above set out, except that Grantor agrees that (1) if streets, roads, water lines or sewer lines are constructed across said strip, they shall be at an angle of more than forty-five degrees between the center line of said streets, roads, water lines or sewer lines and the center line of said strip, and shall be more than 20 feet from any structures placed upon said strip by Grantee, and the outside limit of any cut or fill shall be more than 20 feet from said structures; (2) any fences upon said strip shall be safely removed from structures of the Grantee; (3) no wells shall be dug on said strip; (4) no septic tanks, absorption pits, or underground storage tanks shall be placed on said strip; (5) said strip shall not be used for burial grounds; (6) Grantee's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's successors or assigns.

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.

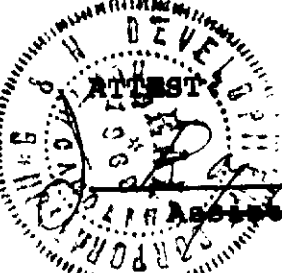
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

  
Walter P. Cross  
Assistant Secretary

G & H DEVELOPMENT CORPORATION

By Walter P. Cross  
President

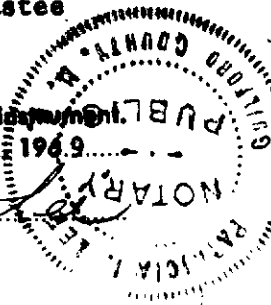
STATE OF NORTH CAROLINA GUILFORD COUNTY

I, Patricia I. Lea, a Notary Public for the above State and County, do hereby certify that Walter P. Gross, Annie L. Gross and Edward N. Post, Trustees

know, wife,

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and Notarial Seal, this the 3rd day of March, 1969

Patricia I. Lea Notary Public



My Commission Expires: February 13, 1970

STATE OF NORTH CAROLINA COUNTY

I, , a Notary Public for the above State and County, do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and Notarial Seal, this the day of , 196

My Commission Expires: Notary Public

STATE OF NORTH CAROLINA COUNTY

I, , a Notary Public for the above State and County, do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and Notarial Seal, this the day of , 196

My Commission Expires: Notary Public

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 himself as its Secretary.

WITNESS my hand and official seal, this the day of , 196

My Commission Expires: Notary Public

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

WALTER P. GROSS and wife, ANNIE L. GROSS and EDWARD N. POST, TRUSTEE, named in that certain deed of trust dated November 8, 1968, and duly recorded in the office of the Register of Deeds for Forsyth County in Book 1021 at page 525, join in this instrument for the purpose of releasing, and they do hereby forever release and discharge the rights, privileges and easements described herein from the lien and operation of said deed of trust expressly retaining the lien of said deed of trust in full force and effect except as to the rights and easements hereby expressly released.

IN WITNESS WHEREOF, this instrument is executed on the 31<sup>st</sup> day of March, 1969.

Walter P. Gross (SEAL)  
Walter P. Gross

Annie L. Gross (SEAL)  
Annie L. Gross

STATE OF NORTH CAROLINA

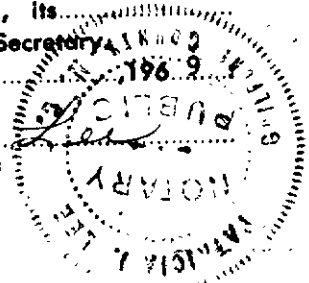
COUNTY OF GUILFORD

Edward N. Post (SEAL)  
Edward N. Post, Trustee

I, Patricia I. Lee, a Notary Public for the above State and County, hereby certify that J. Roy Hauser, Jr., personally came before me this day and acknowledged that he is Secretary of G & H DEVELOPMENT CORPORATION, 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 Walter P. Gross, its President, sealed with its corporate seal and attested by himself as its Secretary. WITNESS my hand and official seal, this the 31<sup>st</sup> day of March, 1969.

My Commission Expires:  
February 13, 1970

Patricia I. Lee  
Notary Public



STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Patricia I. Lee, Notary Public (here give name and official title of the officer signing the certificate, passed upon)

is (are) certified to be correct. This the 31 day of March, A.D. 1969.

Eunice Ayers, Register of Deeds

Probate fee 25c paid.

By Frankie Vodd Deputy Assistant

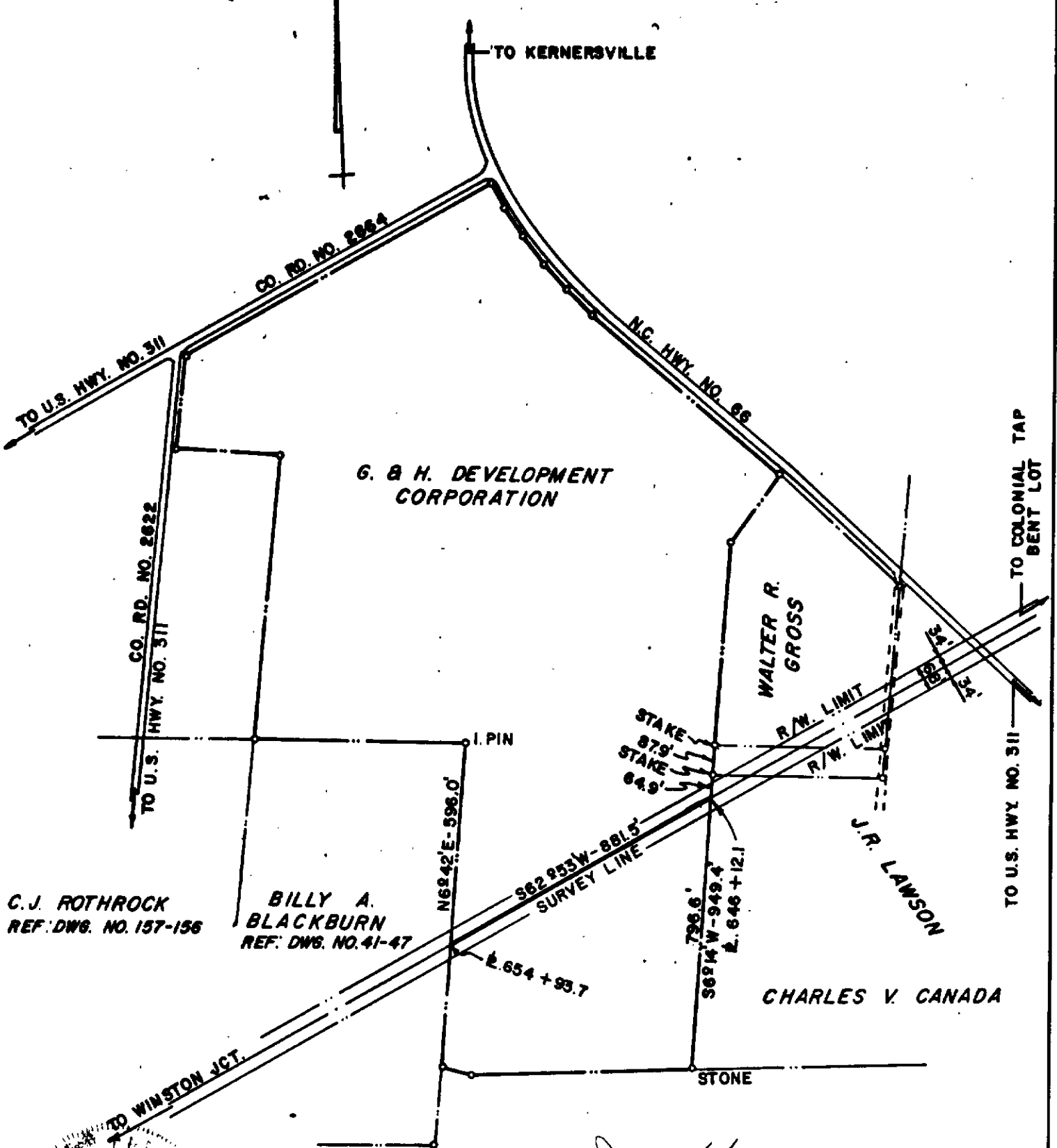
PRESENTED FOR  
REGISTRATION  
AND RECORDED  
MAR 31 4 28 PM '69  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH COUNTY, N.C.

The foregoing certificate(s) of \_\_\_\_\_, a \_\_\_\_\_ of \_\_\_\_\_ County, is (are) adjudged to be correct and sufficient. Let the instrument and the certificate(s) be registered.  
THIS the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_\_

DEED 0982 PAGE 070  
BOOK

Clerk of Superior Court.

County, N. C.



C.J. ROTHROCK  
REF. DWG. NO. 157-156

BILLY A. BLACKBURN  
REF. DWG. NO. 41-47

STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

I, L. Dale Arthur, certify that under my direction and supervision, this map was drawn from an actual route survey and that property lines indicated by this route survey were actually surveyed, that this map was prepared in accordance with G.S. 27-20 as amended.  
Witness my hand and the seal of my office this 2nd day of FEBRUARY 1969.  
L. Dale Arthur  
Surveyor

STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

Mary Sarah Ball, a Notary Public of Mecklenburg County, North Carolina, do hereby certify that L. Dale Arthur the maker, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.  
Witness my hand and the seal of my office this 3rd day of FEBRUARY 1969.  
Mary Sarah Ball  
Notary Public

T.O. 7065-30 My Commission Expires Sept. 6, 1969

*JRA*

DEED 0982 PAGE 071  
BOOK

DUKE POWER COMPANY  
GREENSBORO—BECKERDITE  
TRANSMISSION LINE  
CROSSING PROPERTY OF  
G. & H. DEVELOPMENT CORPORATION  
NEAR KERNERSVILLE, N.C.  
ABBOTTS CREEK TOWNSHIP  
FORSYTH COUNTY

SCALE: 1"=400'  
BOOK NO. 1052

FEB. 1, 1969  
FILE NO. 42-169