

000031 31 North Carolina  
COUNTY OF Transylvania  
000782

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that

Morris Jenkins & Marka R. (Molly) Jenkins

622/601

hereinafter called Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to HAYWOOD ELECTRIC MEMBERSHIP CORPORATION, its successors and assigns, hereinafter called Grantee, the perpetual right and easement to enter upon the lands (premises) of Grantor located in said county and state, Township; said lands (premises) described in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, and over and across said premises, with a right-of-way and easement strip having a width of twenty (20) feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to construct, maintain and operate with poles, crossarms, wires, guys, anchors, cable, 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 and other licenses of Grantee. The following rights are also granted to Grantee: to enter said premises to inspect said line, 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. This easement also includes the right to prohibit the construction of buildings or other facilities under any electric line or within such proximity to an above-the-ground electric facility that would endanger the operation or prevent the maintenance of the line or system. 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. The failure of Grantee to exercise any of the rights herein acquired shall not be construed as a waiver or abandonment of the rights thereafter at any time and from time to time to exercise any or all of them.

364/428

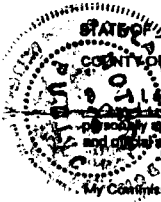
The rights granted to Grantee herein for ingress and egress shall extend over and across the other lands of the Grantor by means of any existing roads thereon, adjacent thereto, or crossing said easement; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to the Grantor; provided, that such right of ingress and egress shall not extend to any portion of said lands which is separated from said easement by any public road or highway, now crossing or hereafter crossing said lands.

Grantor shall retain all other rights to easement not inconsistent with the rights and easements herein contained, but Grantor cannot interfere with or endanger the construction, operation or maintenance of the Grantee's facilities. The undersigned Grantor agrees that all poles, wires and other facilities, installed on the above-described lands at Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee. Grantor covenants that the premises over which this easement is granted is free and clear of encumbrances and liens excepting as follows:

Words used in this instrument in the singular shall, when necessary, be construed to read in the plural and words used in the masculine gender, when necessary, shall be construed to read in the feminine.

Grantor has hereunto set his hand and seal, this 31 day of September 19 2000

Morris L. Jenkins (SEAL)  
Marka R. Jenkins (SEAL)



North Carolina  
COUNTY OF Macon  
I, Paula M. Gordon, Notary Public of the County and State aforesaid, do hereby certify that Morris L. Jenkins and Marka R. Jenkins personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal this 31 day of September 19 2000  
Paula M. Gordon  
NOTARY PUBLIC

State of STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA  
The foregoing certificate of Paula M. Gordon

Notar(y) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 31, Page 182.  
This 22 day of November 2000, at 10:45 o'clock A.M.

Deputy Register of Deeds  
By: \_\_\_\_\_  
Deputy Register of Deeds