

BOOK 364 PAGE 766

11-3-98

1:43 PM

\$8.00 PQ

Vickie S. Maness
Tax Collector
Troy, NC

ELECTRIC POWER LINE EASEMENT

STATE OF NORTH CAROLINA

COUNTY OF Montgomery

THIS AGREEMENT, made this 28th day of September, 19 98
by and between J. Dale Futrell and wife, Glenda J. Futrell

hereinafter called "Grantor," and Davidson Electric Membership Corporation, hereinafter called "Corporation", having its principal place of business in the City of Lexington, North Carolina;

WITNESSES:

The Grantor, for valuable considerations received, does grant and convey unto the Corporation, its successors and assigns, subject to the limitations hereinafter described, the perpetual right, privilege and easement to go in and upon those lands of the Grantor(s) situated in Eldorado Township, in said County and State, and more particularly described as follows:

See Deed recorded in Book 272, Page 62, Montgomery County Public Registry;

Tax Parcel I.D. 6653-96-1452

And to erect, construct, reconstruct, replace, operate, maintain, use and repair in, upon, under, over and through said land, and all waterways, streets, roads or highways thereunto abutting, in a proper manner, with poles, overhead and underground wires, lines, cables and all necessary foundations, footings, crossarms and other necessary apparatus and appliances, an electric distribution line or system, for the purpose of distributing electricity by one or more circuits and of supporting communications wires of the Corporation or any lessee thereof, together with a right-of-way over a strip of land being 20 feet wide extending 10 feet on each side of the center line which has been surveyed and staked out on said lands, as shown on and located by a certain map or drawing thereof on file at the principal office of the Corporation; to enter upon said land at any time and location for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof; to make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Corporation deems advisable or expedient; to keep and maintain a right-of-way clear of all structures (except ordinary fences), trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures; to cut, trim or fell any tree or trees outside of said right-of-way herein granted which, in the opinion of the Corporation or its representatives, constitute a hazard to or may endanger the safe and proper operation or maintenance of said lines, facilities or structures; and the right to install at angle points guy wires, anchors and stub poles outside the designated right-of-way strip; and to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification and telecommunications purposes.

The Grantor agrees that all lines, facilities, structures and related apparatus and appliances installed on the above-described land by the Corporation or its representatives shall be and remain the property of the Corporation, removable or replaceable at its option, and that the Grantor will not construct any structure (other than ordinary fencing) within 10 feet of said survey line, except upon prior agreement with the Corporation in writing.

The Grantor covenants that he truly owns the above-described land and that the same is free and clear of all encumbrances or liens, except as follows:

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto the Corporation, its successors and assigns, forever.

The word Grantor includes both singular and plural, masculine and feminine.

IN WITNESS WHEREOF, the said Grantor does hereunto set his hand and seal, this 28th day of September, 19 98.

✓ J. Dale Futrell (SEAL) ✓ Glenda J. Futrell (SEAL)

NORTH CAROLINA, Randolph COUNTY

I, the undersigned Notary Public, do hereby certify that

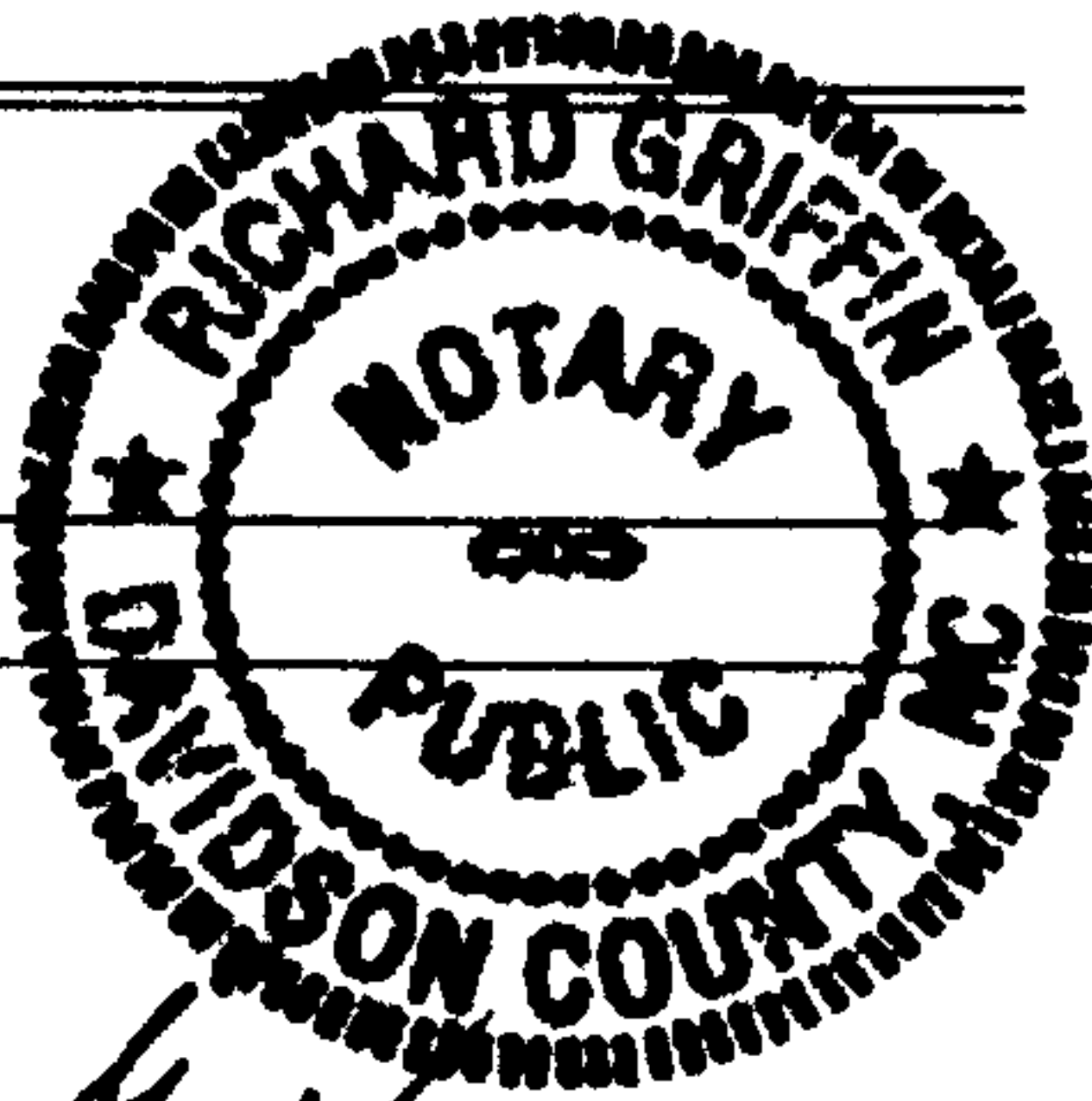
J. Dale Futrell and wife, Glenda J. Futrell

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 28th day of September, 19 98.

My Commission Expires:

September 19, 1999



Richard Griffin (SEAL)
NOTARY PUBLIC

STATE OF NORTH CAROLINA

COUNTY OF MONTGOMERY

The foregoing certificate(s) of

Richard Griffin

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of MONTGOMERY County, N. C. in Book 364 at Page 766

This the 3rd day of November, 19 98 at 1:43 o'clock P. M.

Vickie S. Maness
REGISTER OF DEEDS

CIR	MAP	GRID	SUB	POLE	HOUSE

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