

For Registration Fredrick Smith
Register of Deeds
Mecklenburg County, NC
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Fredrick Smith

EASEMENT

NORTH CAROLINA
MECKLENBURG COUNTY

Prepared By: Duke Energy
Return to: Duke Energy Carolinas
Attn: Jo Faulk
5550 77 Center Dr. Ste 270
Charlotte, NC 28217

THIS EASEMENT ("Easement") is made this 23 day of December, 2019
("Effective Date"), from KINGS CROSSING OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation,
("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC");
its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in City of Charlotte, described as follows: containing 1.596 acres, more or less, and being the land described in a deed from FS Properties of LA, LLC, a Louisiana limited liability company to Kings Crossing Owners Association, Inc., a North Carolina nonprofit corporation, dated August 12, 2014, and recorded in Deed Book 29389, Page 240, Mecklenburg County Registry, (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

submitted electronically by "Duke Energy"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

Kings Crossing Owners Association, Inc.
a North Carolina nonprofit corporation

By: [Signature]
Printed Name: Mark Schaeper
Title: Manager - Writing Room 1

NORTH CAROLINA, Mecklenburg COUNTY

I, Oksana Ganchenko, a Notary Public of Cabarrus County, North Carolina, certify that Mark Schaeper personally appeared before me this day and acknowledged they are the declarant, of Kings Crossing Owners Association, Inc., a North Carolina nonprofit corporation, and being authorized to do so, executed the foregoing EASEMENT on behalf of the corporation.

Witness my hand and notarial seal, this 23rd day of December, 2019.

Oksana Ganchenko

Oksana Ganchenko
Notary Public

My commission expires: 10/12/2021

