Type: CONSOLIDATED REAL PROPERTY
Recorded: 11/18/2019 12:00:04 PM
Fee Amt: $26.00 Page 1 of 4
Revenue Tax: $0.00
Iredell County, NC
Ronald N. Wyatt Register of Deeds

BK 2658 PG 2324 - 2327

MAIL TO: EnergyUnited EMC, Post Office Box 1831, Statesville, NC 28687-1831
DRAWN BY: Gary J. Bowers, Attorney at Law, Post Office Box 1657, Lexington, NC 27293

STATE OF NORTH CAROLINA
COUNTY OF **Iredell**

ENERGYUNITED ELECTRIC MEMBERSHIP CORPORATION EASEMENT AND RIGHT OF WAY

BE IT KNOWN BY THESE PRESENTS, that **Ryan Mckinney and Allison Mckinney** hereinafter called "Grantor" (whether one or more), in consideration of the mutual covenants set for herein and for other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, does hereby grant unto EnergyUnited Electric Membership Corporation, its lessees, licensees, successors, and assigns, hereinafter called "Grantee", the perpetual right, privilege, easement, and right of way over, under, and upon the lands of the Grantor hereafter described for the purposes hereafter designated.

DESCRIPTION OF PROPERTY UPON WHICH EASEMENT AND RIGHT OF WAY IS LOCATED

Being that tract or parcel located in Mooresville of Iredell County, and containing approximately 2.34 acres, and being more particularly described in Deed recorded in Book 2555, Page 425 in the Office of the Register of Deeds for Iredell County, North Carolina. Said parcel is identified by the Iredell County Tax Department as being all of Parcel No. 4674999803

DESCRIPTION OF EASEMENT AND RIGHT OF WAY

[x] Having a width of 5 feet on each side of the centerline of the electrical and/or communications facilities as installed.

----- or -----

[ ] Having a width of _____feet as shown on Exhibit A attached hereto and incorporated herein.

Procured by: T. Graham Map Reference # 19062260029 WO# 7073595 Job # 130216
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Page Count: 4
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PURPOSES AND USES OF EASEMENT AND RIGHT OF WAY

For erection, construction, reconstruction, replacement, relocation, operation, maintenance, and repair of (check one or both):

[___] Overhead electrical and communication lines or systems, using such structures, poles, wires, cables, appliances, apparatuses, and other materials deemed necessary by Grantee to transport electricity and/or communications signal data by Grantee, its lessees, licensees, successors, and assigns.

----- and/or -----

[_x_] Underground electrical and communication lines or systems, using such structures, wires, cables, appliances, apparatuses, and other materials deemed necessary by Grantee to transport electricity and/or communications signal data by Grantee, its lessees, licensees, successors, and assigns.

ANCILLARY RIGHTS AND PRIVILEGES GRANTED

Right of ingress, egress, and regress upon the lands of the Grantor described herein at such locations necessary to the performance of the purposes and uses of the easement and right of way as stated herein.

Use of all roads, streets, highways, and waterways upon or abutting the lands of the Grantor described herein as a means of ingress, egress, and regress for the purposes and uses of the easement and right of way as stated herein.

To keep and maintain the easement and right of way granted herein clear of all structures (except structures permitted by the Grantee), trees, undergrowth, or other obstructions within the easement and right of way herein granted that the Grantee determines may interfere with the proper maintenance and operation of the electric and communications facilities.

To trim, cut, and remove any trees, limbs, or other obstructions outside of the easement and right of way granted herein which the Grantee determines may interfere with or fall upon the electric or communications facilities within the easement and right of way herein granted.

To install guy wires and anchors extending outside of the easement and right of way herein granted.

To relocate the electric and communications facilities described herein on the lands of the Grantor to conform to any future highway or street relocation, widening, or improvement.

MISCELLANEOUS PROVISIONS

The rights and privileges granted to the Grantee herein for ingress, egress, and regress shall extend over, upon, and across the lands of the Grantor described herein by means of existing roads, lanes, and waterways thereon, adjacent thereto or crossing the easement and right of way granted herein, if any. If there are no such existing roads, lanes, or waterways, the rights and privileges granted to the Grantee herein for ingress, egress, and regress shall extend over, upon, and across the lands of the Grantor described herein by such route or routes as shall occasion the least practicable damage, interference, and inconvenience to the Grantor and the use of the Grantor's lands described herein.

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If any injury or damage occurs to crops, fences, bridges, or roads located on the lands of the Grantor described herein as a result of Grantee's exercise of the rights and privileges granted herein, the Grantee will repair or replace such fences, bridges, or roads and will pay for injury or damage to such crops.

The lines, cables, facilities, structures, and related apparatuses and appliances installed on the lands of the Grantor described herein by the Grantee or its lessees, licensees, successors, or assigns shall be and remain the property of the installer, removable or replaceable at the installer's option.

The Grantor will not construct any structure or perform any grading, filling, or blasting of land or do any other type of activity upon the lands of the Grantor described herein which would prohibit or interfere with the rights and privileges granted to the Grantee herein and the Grantor will notify the Grantee of any conditions existing or occurring upon Grantor's lands described herein which may interfere with the safe and proper maintenance and operation of the electric and communications facilities.

Grantor covenants that Grantor owns the above-described real property in fee simple and that said property is free and clear of all liens and encumbrances, except for easements and rights of way for roads and public utilities, and that Grantor has the right to execute and deliver this easement and right of way to the Grantee for the purposes and uses described herein.

If Grantor requests Grantee relocate the electrical and/or communications facilities installed on the lands of Grantor described herein, Grantee may in Grantee's sole discretion, agree to relocate such electrical and/or communications facilities at no cost to Grantor. Any such relocation will be contingent upon Grantor agreeing to such terms and conditions as may be requested by Grantee. Any such relocation shall be to a mutually agreeable location entirely within the lands of Grantor described herein. Any such relocation shall be contingent upon Grantor executing such easements, rights-of-way, and other conveyances requested by Grantee.

TO HAVE AND TO HOLD the aforesaid rights, privileges, easement, and right of way unto the Grantee, its successors, lessees, licensees, and assigns, forever.

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IN WITNESS WHEREOF, Grantor, if a person, does hereunto set his hand and seal, or if a legal entity, has caused this instrument to be signed in the name of the legal entity by its duly authorized, member, agent or representative this 27 day of August, 2019. When used herein, the masculine shall include the feminine and neuter and the singular shall include the plural.

(For Execution by Individual/s):

_____ (SEAL)
(Sign Full Name of Individual/Grantor)

Ryan McKinney
(Print Full Name of Individual/Grantor)

_____ (SEAL)
(Sign Full Name of Individual/Grantor)

Allison McKinney
(Print Full Name of Individual/Grantor)

NORTH CAROLINA
Iredell COUNTY

I, the undersigned, a Notary Public, certify that Ryan McKinney, Allison McKinney, Grantor, personally came before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 27th day of August, 2019.

_____
Notary Public

My Commission Expires: 10/05/2021

PAMELA C MATHIS NOTARY PUBLIC IREDELL COUNTY, NC

V05042017