

STATE OF NORTH CAROLINA)
)
COUNTY OF JACKSON)

representatives for such uses of the Communications Facilities. Grantee may keep the Easement Area clear of any obstructions that may cause interference with its use of same.

2. **Relocation of Easement Area.** In the event Grantor requires use of the Easement Area for a public purpose and such use will interfere with the Easement granted herein, Grantee agrees that upon receipt of notice from Grantor, Grantee shall relocate its Communications Facilities to another location on Grantor's Property that is acceptable to Grantor ("**Relocation Easement Area**"). Grantee shall use good faith efforts to cause its Communications Facilities to be relocated to the Relocation Easement Area within 120 days from the date that Grantee receives notice from Grantor to relocate the Communications Facilities, subject to reasonable weather delays and other delays caused by events beyond Grantee's reasonable control. The parties shall enter into a new easement agreement with the same or substantially similar term as this Agreement or an amendment to the Agreement, in a recordable form, to evidence the grant of easement over the new easement area. Such relocation shall be at Grantee's sole cost and expense.

3. **Terms of Easement.** (i) The Communications Facilities shall remain the property of Grantee and shall not be, become, or be deemed to be fixtures on the Grantor's Property, and Grantee may remove the Communications Facilities at any time and from time to time. (ii) Grantor shall not interfere with Grantee's use of the Easement Area or the Communications Facilities or the maintenance or operation of the Communications Facilities unless necessary for Grantor's use of Grantor's Property and with reasonable notice to Grantee; in such instance Grantor shall cooperate with Grantee to minimize such interference to the extent possible. (iii) Grantee may access and conduct activities within the Easement Area on a 24-hour, 7-day per week basis so long as such access and activities do not unreasonably interfere with Grantor's use of the Grantor Property's or use of such Easement Area by any other party with rights therein. (iv) In the event that any of Grantee's work within the Easement Area should damage or disturb such area, Grantee shall restore Grantor's Property to the condition it was in immediately prior to any work being performed. (v) Grantor and Grantee agree that the rights, privileges and easements granted by this Agreement are of a commercial nature and, consequently, are freely alienable, transferable and assignable by Grantee, at any time with the written permission of the Grantor. (vi) This Agreement shall bind and benefit Grantor, Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement, together with all privileges and appurtenances thereunto belonging, for the use and purposes aforesaid, unto Grantee, its successors and assigns, forever.

And, Grantor, for Grantor and for Grantor's successors, and assigns, covenant to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the Grantor's Property in fee simple and has the right to convey the rights, privileges and easements granted herein; and that the Grantor's Property is free and clear from all liens and encumbrances and that Grantor will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal as of the date provided in the introductory paragraph.

Grantor:

County of Jackson, a body politic and subdivision of the
State of North Carolina

By: _____(SEAL)
Brian T. McMahan, Chairman
Board of County Commissioners

Attest:

Angela M. Winchester,
Clerk to the Board of County Commissioners

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I, _____, a Notary Public of the aforesaid County and State, hereby certify that Angela M. Winchester personally came before me this day and acknowledged that she is the duly appointed Clerk of the Board of Commissioners of the County of Jackson, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chairman, sealed with its corporate seal and attested by herself as the Clerk.

Witness my hand and NOTARIAL SEAL, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

Exhibit A

Description of Grantor's Property

All of that property having the following property identification numbers and described in the corresponding recording instrument recorded in the Jackson County Register of Deeds for each such property:

PIN:	Recording Instrument:
PIN# 7641-50-6291	Plat Cabinet/Slide: 20/823
	Excluding Rescue Squad Property in Plat Cabinet
	Slide 17/752

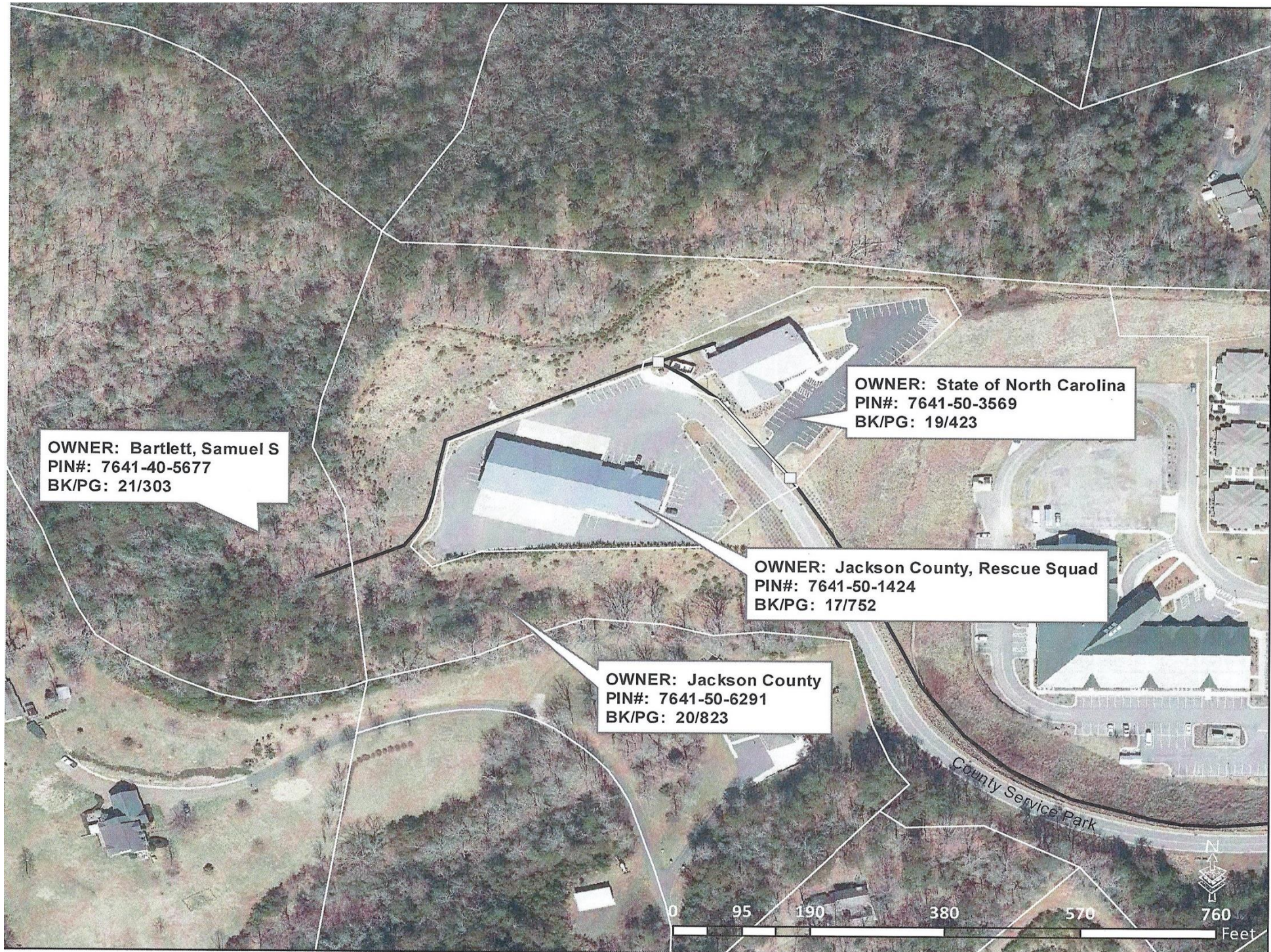
Exhibit B

Description of Easement Area

The Easement Area is that portion of the Grantor's Property lying five (5) feet on either side of that route of conduit within Grantor's Property, the approximate location of which is shown in the map attached hereto. To the extent that the actual location of the installed conduit differs from the map, the actual location shall control.

The Easement Area does not include any portion of the 1.85 acres shown on Plat Cabinet 17, Slide 752 Jackson County Public Registry and currently being used by the Jackson County Rescue Squad nor does it include any portion of the 1.20 acres shown on Plat Cabinet 19, slide 423 Jackson County Public Registry and owned by the State of North Carolina.

[SEE MAP OF CONDUIT ROUTE ATTACHED HERETO]



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