

- (b) Duke Energy shall have the right to remove any or all existing structures or obstacles and to keep the easement areas clear of underbrush, debris, trees or any other objects or structures which may or could endanger or interfere with the safe and efficient exercise of Duke Energy's rights contained in paragraph (a) above;
- (c) Duke Energy shall have the right of ingress and egress to enter and traverse upon the described easement areas from its existing transmission line right-of-way or adjacent public roads for the purpose of exercising the rights described herein, including the right to install gates, temporary matting and the right to cut and temporarily remove fences, provided that Duke Energy shall replace and return those fences to the condition in which Duke Energy found them at the time of cutting and removal, and the right to construct, operate, maintain, inspect, repair, rebuild or remove at grade or above grade pole pads, at grade or above grade easement stabilization, geoweb, and culverts within the easement areas;
- (d) The landowner retains the right and may continue to use the easement areas for any lawful purposes that do not interfere with Duke Energy's rights obtained under the permanent facilities easements to be acquired, as described herein; provided, however, that the landowner shall neither construct nor permit to be constructed any building, structure or other improvement or obstruction, on, over, under, above, across or through the easement areas which would constitute a violation of the National Electric Safety Code or directly interfere with Duke Energy's exercise of its rights, including Duke Energy's right of ingress and egress from the easement areas, as well as the safe and efficient operation of the single-circuit 230kV transmission line and appurtenances. Duke Energy agrees to provide the landowner, either upon the landowner's request or at Duke Energy's option, a prior written determination that any particular exercise of the right to use the easement areas by the landowner does not directly interfere with the safe and efficient exercise of the rights acquired by Duke Energy, which determination shall not be arbitrarily or unreasonably withheld or conditioned.
- (e) Duke Energy may not fence or otherwise enclose the described easement areas without the consent of the landowner;
- (f) Upon abandonment of the transmission line, all easement rights of Duke Energy shall terminate.

Subject to the foregoing, the landowner, their legal representatives, successors and assigns shall retain all existing rights of title and possession, provided their exercise of such rights does not interfere with the safe and efficient construction, maintenance and operation of the transmission line or any of Duke Energy's rights specified above. Such rights of title and possession include, but are not limited to, the following:

- 1) The right of ingress and egress;
- 2) Use of the easement areas for ordinary farming, horticulture and pasture purposes;
- 3) Mineral interests, if any, with the right of exploration and extraction, provided that this particular paragraph shall inure to the benefit of the holder of such mineral rights, if other than the owner of the fee;
- 4) The right to build, maintain and travel over roads and streets across the easement areas, provided such roads or streets: do not alter ground elevation more than two feet; are constructed in a straight manner across the easement areas at an angle no less than 30 degrees, as measured from the edge of the easement to the centerline of such road or street; and, are more than 25 feet distant from any transmission line structures or related equipment, facilities or accessories thereto; and,
- 5) Any landowner may enclose the easement areas by fence, subject to Duke Energy's right of ingress and egress.

PERMANENT ACCESS EASEMENTS

The particular estate or interest which Duke Energy seeks to appropriate in Parcels 32(PAE), 106(PAE), and 111.5(PAE) is as follows:

PERMANENT ACCESS EASEMENTS

With respect to the Permanent Access Easements for the Kathleen-Osprey Transmission Line, Duke Energy shall have a non-exclusive perpetual access easement, with correlative rights between Duke Energy and the landowner(s) as follows, to-wit:

- (a) Duke Energy shall a non-exclusive perpetual easement and right for access for vehicular and pedestrian ingress and egress to enter and traverse upon the above-described easement areas from its proposed Permanent Facilities Easement and/or Aerial Facilities Easement for the Kathleen-Osprey 230kV transmission line or adjacent public roads for the purpose of exercising the rights described herein, including the right to install gates, temporary matting and the right to cut and temporarily remove fences, provided that Duke Energy shall replace and return those fences to the condition in which Duke Energy found them at the time of cutting and removal, and the right to construct operate, maintain, inspect, repair, rebuild or remove at grade access roads and necessary appurtenances within the easement areas;
- (b) Duke Energy shall have the right to travel over, upon and across the Access Easement Area with its construction vehicles, equipment, materials and personnel as necessary for the initial construction of the Kathleen-Osprey 230kV transmission line and for all future maintenance, operation, repair or rebuilding thereof;
- (c) Duke Energy shall have the right to inspect, repair and or restore the condition of the Access Easement Area to ensure proper maintenance thereof insofar as the Company's needs and uses are concerned; and
- (d) Duke Energy shall have the right to remove any or all existing structures or obstacles and to keep the easement areas clear of underbrush, debris, trees or any other objects or structures which may or could endanger or interfere with the safe and efficient exercise of Duke Energy's rights contained in paragraph (a) above.

TEMPORARY CONSTRUCTION EASEMENTS

The particular estate or interest which Duke Energy seeks to appropriate in Parcels 31(TCE) and 106(TCE) is as follows:

TEMPORARY CONSTRUCTION EASEMENTS

With respect to the Temporary Construction Easements for the Kathleen-Osprey 230 kV Transmission Line, Duke Energy shall have a non-exclusive temporary construction easement with correlative rights between Duke Energy and the landowner Respondents as follows, to wit:

- (a) The Temporary Construction Easement rights acquired are the temporary right, privilege and easement for use of the easement areas for work space, staging or storage of equipment, supplies or materials, for Duke Energy to construct and install, and initially inspect, test, repair, replace, remove, operate and maintain the single-circuit 230 kV electric transmission line and appurtenances.
- (b) Duke Energy shall have the right of ingress to and egress from adjacent public or private roadways, easements or right-of-way owned, held or lawfully available to Duke Energy, including any other property over which Duke Energy has access rights, for the purposes of constructing, installing, operating, inspecting, repairing, maintaining, testing, replacing or removing a single-circuit 230 kV electric transmission line and appurtenances located, in whole or in part, on Duke Energy's permanent facilities easements, as Duke Energy deems necessary or appropriate.
- (c) The landowner Respondents retain the right and may continue to use the Temporary Construction Easements for any lawful purposes that do not interfere with the rights acquired by Duke Energy hereunder; provided, however, that the landowner Respondents shall neither impound water, construct nor permit to be constructed any building, structure, excavation or other improvement or obstruction, on over, under, above, across or through the Temporary Construction Easements which would directly interfere with Duke Energy's exercise of the rights acquired, including ingress to and egress from the Temporary Construction Easements, as well as the safe and efficient operation of the single-circuit 230 kV electric transmission line and appurtenances. Duke Energy agrees to provide the landowner Respondents, upon request or at Duke Energy's option, a prior written determination that any particular exercise of the right to use the surface of the Temporary Construction Easements by the landowner Respondents does not directly interfere with the safe and efficient exercise of the rights acquired by Duke Energy, which determination shall not be arbitrarily or unreasonably withheld or conditioned.
- (d) The Temporary Construction Easements shall vest in Duke Energy for a term of twenty-four (24) months, commencing on March 1st, 2023 and terminating on February 28, 2025 or upon completion of initial transmission line construction, whichever occurs first.
- (e) Subject to Duke Energy rights hereunder and to the extent not inconsistent therewith, Duke Energy will restore the surface of all disturbed Areas on the Temporary Construction Easements to original contour and condition as near as reasonably practicable, the damage or disturbance of which shall have been occasioned by the construction, installation, maintenance, operation, repair, inspection, replacement, or removal of the transmission line.