

*Augusta C. Murphy*  
Auditor, Lancaster County, SC

Prepared by: Duke Energy Carolinas, LLC  
Return to: Duke Energy Carolinas, LLC  
Attn: Elliott Wallace  
6325 Wilkinson Blvd.  
Charlotte, NC 28214

LANCASTER COUNTY, SC	
2022000903	EASEMENT
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
01-19-2022	01:14:15 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: STEPHANIE KNIGHT	
BK:DEED 1510	PG:141-143

Parcel # 0058-00-126.00

LANCASTER COUNTY ASSESSOR  
Tax Map:  
EASEM EN T00 00

## EASEMENT

State of South Carolina

County of Lancaster

THIS EASEMENT ("Easement") is made this 19<sup>th</sup> day of January 2022, from  
**MILSTAR, LLC.**, South Carolina limited liability company ("Grantor", whether one or more), to  
**DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 870, Page 70, also shown on a plat, entitled "Milstar, LLC.", as recorded in Plat Book 2017, Page 582, Lancaster County Register of Deeds ("Property"). The Facilities shall be overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through and across a portion of the Property within an easement area described as follows: A strip of land thirty feet (30') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or

For Grantee's Internal Use:  
Work Order #: 42773028

leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.

4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 19<sup>th</sup> day of January, 2022

Witnesses:

[Signature]  
(Witness #1)

[Signature]  
(Witness #2)

**MILSTAR, LLC.**

South Carolina limited liability company

[Signature] (SEAL)  
GARY L. MILHORN II, Manager

STATE OF South Carolina  
COUNTY OF Lancaster

I, Hope Sims, a Notary Public of Lancaster County, State of South Carolina, certify that GARY L. MILHORN, II, as Manager of MILSTAR, LLC., South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this 19<sup>th</sup> day of January, 2022.

Notary Public: Hope S. Sims  
Commission expires: 1-11-2032



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