DRAWN BY AND RETURN TO:
Raymond A. Parker, 131 Colony Lane, Elkin, NC 28621

TAX ID. 5978742484

STATE OF NORTH CAROLINA

RIGHT OF WAY AGREEMENT

COUNTY OF STOKES

THIS RIGHT OF WAY AGREEMENT (the "Agreement") is made and entered into as of _____, 2018, (the "Effective Date"), by and between Roger Dale Stewart and wife, Tina Smith Stewart, ("Grantor"), whose address is 1175 Pilot Power Dam Road, Pilot Mountain, North Carolina, 27041, and Surry-Yadkin Electric Membership Corporation (the "Corporation"), a North Carolina corporation, whose address is 510 S Main Street, Dobson, NC, 27017.

WITNESSETH:

Grantor, in consideration of Ten Dollars ($10.00) and additional valuable consideration not recited in this Agreement but paid by the Corporation, the receipt and sufficiency of which are hereby acknowledged by Grantor, does grant and convey unto the Corporation, its successors, lessees, and assigns, subject to the limitations hereinafter described, the following perpetual rights, privileges, and easements:

1. To go upon those lands of Grantor situated in Stokes County, North Carolina, which are more particularly described as follows:

That certain lot or parcel of land (the "Land") situated in Stokes County, North Carolina, and more particularly described as follows: 13.25 acres, more or less, identified as Stokes County Parcel Number 5978742484 and described in the deed from Debra S. Stewart, Successor Trustee of the Carol Jean Sisk Trust, dated January 19, 2005; Debra S. Stewart and husband, Roger Dale Stewart and Danny M. Sisk, Successor Trustee of the Carol Jean Sisk Trust, dated January 19, 2005; Danny M. Sisk and wife, Sue Marsh Sisk to Debra S. Stewart and husband, Roger Dale Stewart that is recorded in Deed Book 626 at Page 2084 in the Office of the Register of Deeds for Stokes County, North Carolina.

Grantor hereby represents that the Land [includes] [does not include] the Grantor's primary residence.

2. To erect, construct, reconstruct, replace, rebuild, enlarge, modify, upgrade, remove, inspect, operate, maintain, use, and repair in, upon, under, over, and through the Land, and/or in, upon, over or along all waterways, driveways, paths, streets, roads, or highways thereon or thereunto abutting, in a proper manner, with poles, towers or other support structures, spaced at intervals determined by the Corporation, overhead and underground wires, multiple circuits and lines, cables, and all appropriate and proper foundations, footings, cross arms, and other necessary or appropriate apparatus and other fixtures, appliances and hardware deemed necessary or appropriate by the Corporation, including, without limitation, all conduits, static wires, guy wires, anchors, insulators, electric supply and communication lines, facilities, equipment and systems, comprised of structures consisting of material satisfactory to the Corporation for the purposes of transmitting and distributing electricity and/or signal data and/or for the communication purposes of the Corporation or its successors, lessees, licensees, or assigns by one or more circuits and supporting wires (collectively, "Lines, Facilities and Structures"), on, along, under, over, through, and in all of a strip of land (the "Right of Way") that is more particularly shown on the plat of survey attached hereto as **Exhibit "A."** The area within the Right of Way as shown on **Exhibit "A"** shall consist of approximately 0.892 acres of Grantor's Land.

3. The Corporation, its employees, representatives, lessees, agents, and licensees may enter upon the Land, at any time and location, to gain access to the Right of Way or to fell and remove "danger trees" (as defined in Paragraph 6 below) from the Land. The Corporation's right to enter the Land shall be confined to streets, roads, and driveways as and where they exist at the time that the Corporation deems entry on the Land to be necessary or desirable for Corporation's purposes to give the Corporation reasonably convenient and feasible access to the Right of Way. To the extent that streets, roads and driveways do not exist or are not adequate to provide reasonably convenient and feasible access to the Right of Way or to danger trees, the Corporation shall have the right to enter over the nearest most practicable route or routes. The Corporation shall repair damage to the Land which results directly from the Corporation's exercise of the rights granted in this Paragraph 3.

4. To make such changes, alterations, substitutions, and improvements in the Lines, Facilities and Structures, from time to time, as the Corporation deems necessary, advisable or expedient.

5. To, by whatever means necessary or appropriate, keep and maintain the Right of Way clear of all structures, (except for an ordinary fence which does not exceed ten (10) feet in height ("Ordinary Fence")), trees and undergrowth.

6. To cut or fell any tree or trees outside of the Right of Way which, in the sole opinion of the Corporation, its employees, representatives, agents, lessees or licensees, constitute a "danger tree." A danger tree is a tree that constitutes a hazard to or may endanger the safe and proper operation or maintenance of the Lines, Facilities, and Structures and includes, but is not limited to, any tree whose height plus five (5) feet is equal to or greater than the distance from its base to a point on the ground directly beneath the closest side of the nearest conductor, support

structure, or guy wire. All "danger trees" which Corporation is entitled to cut and remove pursuant to Paragraphs 3 and 6 shall, upon cutting, become the property of the Corporation.

7. To install, at angle points, guy wires, anchors, and stub poles outside the area of Right of Way.

8. Grantor agrees that all Lines, Facilities and Structures installed on the Land by the Corporation, its representatives, agents, lessees or licensees shall be and remain the property of the Corporation, removable or replaceable at its option. Grantor will not: (a) construct or place any structure (*e.g.* mobile homes, trailers, mobile recreational vehicle homes, wells, swimming pools, septic or storage tanks, sheds, out-buildings, human graves, roads, or any other kind of structure) within the Right of Way, other than an Ordinary Fence; (b) perform any grading or filling of the land within twenty (20) feet of any Lines, Facilities, and Structures; (c) abandon any property (*e.g.* wrecked or disabled vehicles, building materials, flammable materials, refuse of any type, sheds, or any other type of abandoned property or material.) within the Right of Way; (d) perform any type of construction, filling, grading or activity of any type or form which may, in the Corporation's sole opinion, interfere in any way with or endanger the Corporation's Lines, Facilities and Structures or the maintenance or operation of the Corporation's Lines, Facilities and Structures; or (e) do any act which would cause a violation of clearance requirements or a violation of any terms of the National Electrical Safety Code or other lawful regulation then applicable to electrical conductors.

9. The Corporation agrees that in locating and installing its Lines, Facilities, and Structures, including anchors, it will endeavor to take advantage of roads, streets, ditches, and hedgerows, so as to cause the least interference to Grantor and Grantor's use of the Land; and that if, in the construction of the Lines, Facilities, and Structures, including anchors, any damage is done to crops, fences, bridges or roads, it will repair or replace any damaged fences, bridges, or roads and will compensate Grantor for injury to any damaged crops.

10. Grantor shall retain all other rights to the Right of Way not inconsistent with the rights, privileges and easements granted by this Agreement. Grantor's retained rights include, but are not limited to, the following: (a) the right to cultivate crops, plants, and shrubs that do not exceed fifteen (15) feet in height; (b) the right to use the area within the Right of Way for recreation, provided no structures are erected; (c) the right to retain existing streets, roads, driveways, sewer, water and other utility lines within the Right of Way at their existing locations as of the Effective Date; and (d) the right to construct and maintain new streets, roads, water, sewer and utility lines crossing the Right of Way, provided such facilities conform to the following requirements: (i) such facilities cross the Right of Way on an angle of not less than thirty (30) degrees; (ii) no portion of such facilities is located within twenty (20) feet of the Corporation's supporting structures; and (iii) such facilities are constructed in strict compliance with all clearance requirements of the National Electrical Safety Code or other lawful regulations and ordinances then applicable to electric conductors.

11. The failure of the Corporation to exercise any of the rights, privileges and easements herein described shall not be construed as a waiver or abandonment of those rights, privileges and easements, and the Corporation thereafter may exercise, at any time and from time to time, any or all of them.

12. Grantor and the Corporation agree that the rights, privileges and easements granted by this Agreement touch and concern Grantor's Land, and are of a commercial nature, and consequently are freely transferable and assignable by the Corporation, at any time and in its sole discretion.

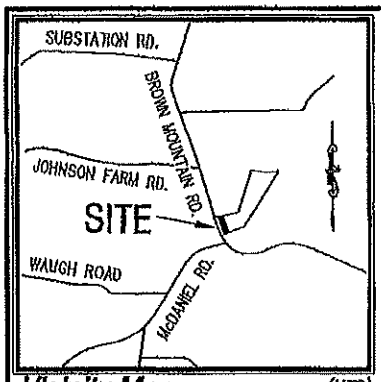
TO HAVE AND TO HOLD the aforesaid rights, privileges and easements which shall burden and run with title to the Land, unto the Corporation, its successors and assigns, forever.

And Grantor, for Grantor and for Grantor's heirs, successors, and assigns, covenants to and with the Corporation, its successors and assigns, that Grantor is lawfully seized of the Land in fee simple and has the right to convey these rights, privileges and easements, free and clear from any and all liens and encumbrances and will forever warrant and defend the title to the rights, privileges and easements against the claims of all persons whomsoever.

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURES AND NOTARY ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

Exhibit A



Vicinity Map (NTS)

Certificate of Survey and Accuracy
State of North Carolina, Union County

I, F. Donald Lawrence, certify that this plat was drawn under my supervision and that the plat was prepared for the purpose of acquisition of easements only, and is not intended to be a boundary survey of the property shown.

26 day of JAN, A.D., 2018.

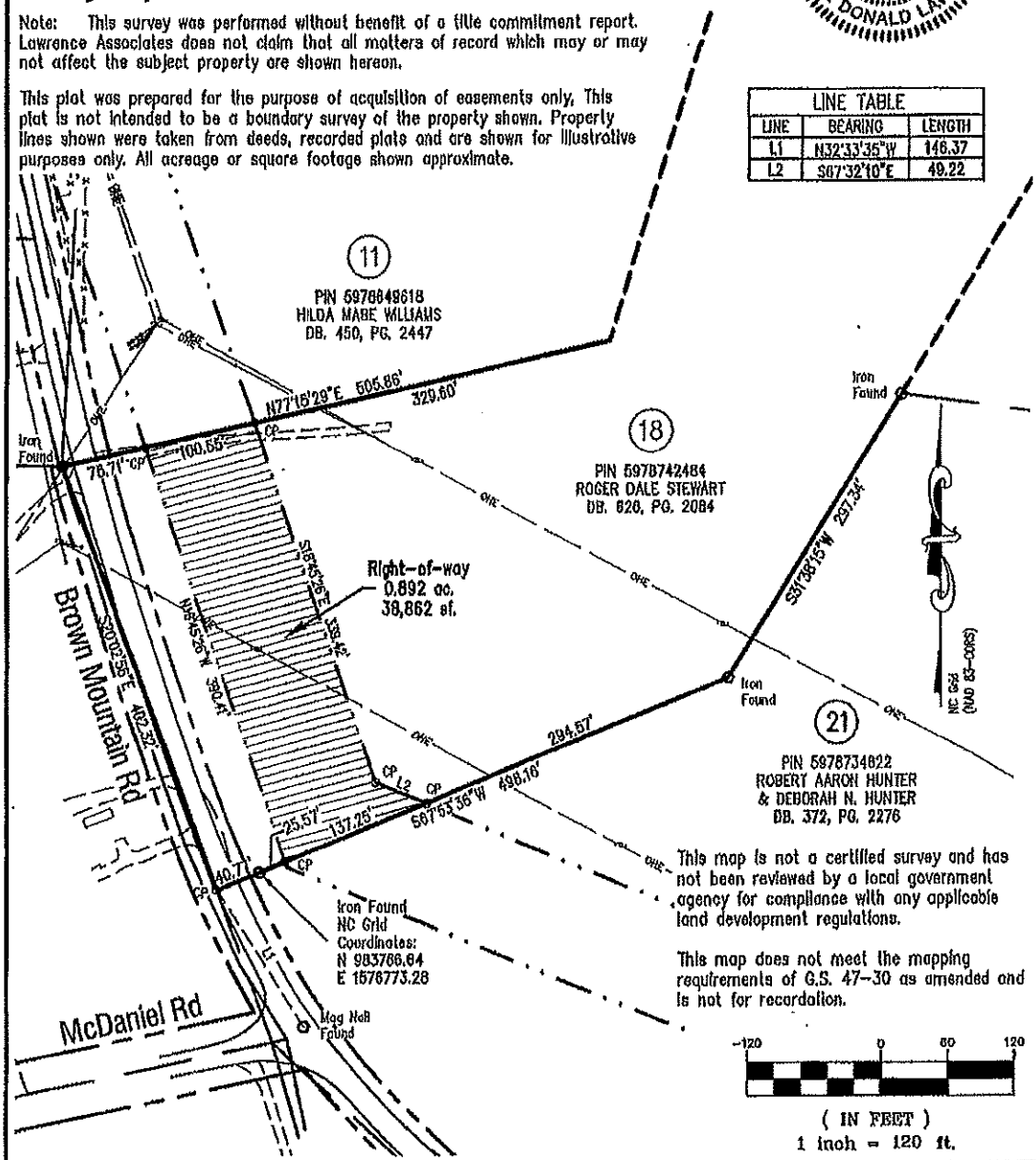
F. Donald Lawrence, NCPLS L-1290

NORTH CAROLINA PROFESSIONAL SEAL L-1290 LAND SURVEYOR F. DONALD LAWRENCE

Note: This survey was performed without benefit of a title commitment report. Lawrence Associates does not claim that all matters of record which may or may not affect the subject property are shown hereon.

This plat was prepared for the purpose of acquisition of easements only. This plat is not intended to be a boundary survey of the property shown. Property lines shown were taken from deeds, recorded plats and are shown for illustrative purposes only. All acreage or square footage shown approximate.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N32°33'35"W	146.37
L2	S67°32'10"E	49.22



This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

This map does not meet the mapping requirements of G.S. 47-30 as amended and is not for recordation.

-120 0 60 120

(IN FEET)
1 inch = 120 ft.

LAWRENCE ASSOCIATES
105 W. Jefferson St.
Monroe, North Carolina 28112
P 704-289-1013
F 704-283-9035
www.lawrencesurveying.com
Firm License Number: C-2858

Right-of-way Survey For the Benefit of Surry-Yadkin Electric Membership Corporation

Property Of
Roger Dale Stewart
Quakers Gap Township, Stokes County, NC

Orig. scale: 1" = 120' Date: January 16, 2018 Drawn By: JLH

REVISIONS

Job No. 4421 Drawing file: 18- Stewart Easement Map.dwg Drawing no. 18/027

Z:\4421 Surry-Yadkin Electric Corp\Easement Documents\18- Stewart Easement Map.dwg 1/26/2018 12:16:52 PM EST