

**SECTION 8**  
**SAMPLE DOCUMENTS**

Section 8 contains sample documents and material related to the operation of an electric utility system in North Carolina.

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**SAMPLE DOCUMENTS**

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**Ordinance for Adoption of New Electric Utility Customer Policies and Procedures**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF BENSON NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE TOWN OF BENSON TO ADOPT CUSTOMER POLICIES AND PROCEDURES FOR UTILITY SERVICE TO CUSTOMERS OF THE TOWN OF BENSON.**

WHEREAS, the Town of Benson owns and operates a utility distribution system for the purpose of furnishing electric power and energy to customers in the service area of the Town of Benson; and

WHEREAS, the Board of Commissioners of the Town of Benson has taken into consideration the benefit of adopting customer policies and procedures for the operation of its utility service; and

WHEREAS, the Board of Commissioners hereby finds that the establishment of customer policies and procedures for provision of utility services are in the best interests of the Town of Benson and its citizens

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the Town of Benson:

Section 1. The policies and procedures attached hereto (herein the “Electric Utility Policies and Procedures”) shall be, and hereby are, the customer policies and procedures of the Town of Benson for the provision of its utility service until such time as the Board of Commissioners shall modify or revoke the same. As set forth in the Electric Utility Policies and Procedures, the Town Manager shall have the discretion to modify portions of the Electric Utility Customer Services Policies and Procedures from time to time.

Section 2. The Electric Utility Customer Services Policies and Procedures shall supersede and take the place of all existing customer policies and procedures of this Town of Benson regarding its electric utility services, all of which are hereby revoked and of no further force and effect for electric utility services provided by the Town of Benson from and after date of adoption of this Ordinance.

This Ordinance adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
*Mayor*

ATTEST:

\_\_\_\_\_  
*Clerk*

# Welcome to Town of Benson

## RESIDENTIAL SERVICE APPLICATION/AGREEMENT

Date: \_\_\_\_\_ Service Representative: \_\_\_\_\_

Customer's Name: \_\_\_\_\_

Spouses Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Work Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Customer's Social Security Number: \_\_\_\_\_

Spouse's Social Security Number: \_\_\_\_\_

Customer's Driver's License Number: \_\_\_\_\_

Previous Service Address: \_\_\_\_\_

Employer's Name: \_\_\_\_\_

Spouse's Employer's Name: \_\_\_\_\_

Services Requested:  Connection  Disconnection

- |  |  |
|--|--|
| <input type="checkbox"/> Electricity     | <input type="checkbox"/> Load Management for Water Heater    |
| <input type="checkbox"/> Water           | <input type="checkbox"/> Load Management for Air Conditioner |
| <input type="checkbox"/> Garbage Pick-up | <input type="checkbox"/> Area Light                          |
| <input type="checkbox"/> Sewer           | <input type="checkbox"/> Other                               |

Date and Time **Requested:** \_\_\_\_\_  Before Noon  After 2 p.m.

Deposit:

Do you  own or  rent your residence? Landlord's Name: \_\_\_\_\_

Deposit Received:  Cash  Check Amount of Deposit: \$ \_\_\_\_\_

Number in Household:

Adults: \_\_\_\_\_ Children: \_\_\_\_\_

**Back of Service Application**

**Account Number:** \_\_\_\_\_

The applicant understands that the Town of Benson must take actions and expend funds to comply with this request for service. By signing this application, the applicant signifies that he has the authority to request electric service, both permanent and temporary to the premises identified in this application. By signing this Application, the applicant requests permanent electric service, to be preceded by temporary service if needed, for the location identified.

Utility service will be subject to any and all rates, rules, regulations, policies, procedures, terms and conditions applicable to the service, and as revised by the Town of Benson with the authority given it by North Carolina General Statute Chapter 160A, Article 16. The rights and responsibilities of the Town of Benson and the customer regarding electric service include those set out in the Town of Benson's Policies and Procedures Manual (a copy of which is available upon request.) Those policies in effect for the date of this application may be updated or changed from time-to-time by the Town of Benson, and the terms and provisions of the Manual, as they might change, are incorporated in this Application by this reference.

The Town of Benson will make all reasonable efforts to provide continuous and uninterrupted electric service, but cannot be liable for loss or damage (direct, indirect, incidental, consequential, or otherwise) caused by any failure to supply electricity or by an interruption, if it is due to any cause beyond the reasonable control of the Town of Benson.

This Application and the documents referred to in this Application, specifically including the Town of Benson's Policies and Procedures Manual as it may change from time to time, constitute the entire agreement between the Customer and the Town of Benson with respect to the provision of utility service by the Town of Benson. Neither party shall be responsible to the other except as specifically set out in this Application and in those agreements or documents referred to in this Application. Upon acceptance of this application by the Town of Benson, a valid contract is formed by the Town of Benson and the applicant.

Your social security number(s) is being requested for verification of your identity and to perform a credit check. There is no statutory or other authority requiring you to give your social security number(s), but if you elect not to disclose it/ then you will need to provide an alternative method of identification satisfactory to the Town of Benson.

Although the Town of Benson and its customers may not always exercise the rights specified in these policies or available to them by law, that does not prevent the Town of Benson or the customer from exercising those rights at a later time.

PLEASE NOTE THAT THIS IS A CONTRACT FOR ELECTRIC SERVICES BASED ON THE TOWN OF BENSON'S POLICIES AND PROCEDURES. AS THEY MAY CHANGE FROM TIME TO TIME, YOU HAVE THE RIGHT TO REVIEW THE POLICY MANUAL OR ASK QUESTIONS IN OUR MUNICIPAL OFFICE.

By \_\_\_\_\_  
*Town of Benson*

\_\_\_\_\_   
*Customer Name*

\_\_\_\_\_   
*Customer's Signature*

### Third Party Notification

To reduce the chance of disconnection of utility services, the Town of Benson gives you the opportunity to have a duplicate of the final cutoff notice sent to a person of your choosing. This person might be a neighbor, a family member or organization who would be willing to assist you when you're on vacation or for some other reason unable to pay your utility bill.

The person you select will not be responsible for paying your utility bill. They will simply be notified of your outstanding account. If your bill is not paid by the cutoff date on this notice, your utilities will be disconnected.

Customer's Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Name of Party to be Notified: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
(Signature)

While we will make *a good faith* effort to send a copy of a final notice to the person designated, the Town of Benson is *not* liable for failure of the third party to receive the notice, nor will the failure to receive the notice affect the termination of your service.

### Town of Benson

Account Number: \_\_\_\_\_

## Industrial/Commercial Agreement

Date: \_\_\_\_\_ Service Representative: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Representative's Name \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Alternate Numbers: ( \_\_\_\_\_ ) \_\_\_\_\_

Company's Tax ID Number: \_\_\_\_\_

Previous Service Address: \_\_\_\_\_

Service Requested:             **Connection**             **Disconnection**  
    Electricity             Garbage Pick-Up  
    Water                     Sewer

Date and Time Requested: \_\_\_\_\_  Before Noon     After 2 p.m.

Secondary Voltages Requested: \_\_\_\_\_

Total Connected Load: \_\_\_\_\_

Cycling Load Expected: \_\_\_\_\_ Motor Starting Load: \_\_\_\_\_

Future Load Expectations: \_\_\_\_\_

Easement and Right-of-Way Guaranteed:  Yes

Deposit:

Deposit Received  Cash     Check    Amount of Deposit: \$ \_\_\_\_\_

Amount of Contribution in Aid of Construction: \$ \_\_\_\_\_

The applicant understands that the Town of Benson must take actions and expend funds to comply with this request for service. By signing this application, the applicant signifies that the customer has the authority to request electric service, both permanent and temporary, to the premises identified in this application. By signing this application, the applicant requests permanent electric service, to be preceded by temporary service if needed, for the location identified. Upon acceptance of this application by the Town of Benson, The Town of Benson and the applicant form a valid contract. Utility service will be subject to any and all rates, rules, regulations, policies, procedures, terms and conditions applicable to the service, and as revised by the Town of Benson with the authority given it by North Carolina General Statute Chapter 160A, Article 16. The rights and responsibilities of the Town of Benson and the customer regarding electric service include those set out in the Town of Benson's Policies and Procedures Manual (a copy of which is available upon request), as they may change from time to time. Those policies in effect for the date of this application may be updated or changed from time-to-

time by the Town of Benson, and the terms and provisions of the Manual, as they might change, are incorporated in this Application by this reference.

**Industrial/Commercial Agreement (cont'd)**

By: \_\_\_\_\_  
Signature of Company Representative

By: \_\_\_\_\_  
Signature of Municipal Representative

\_\_\_\_\_  
*Title of Representative*

\_\_\_\_\_  
*(Type or print representative name)*

**Town of Benson**

Account  
Number:

\_\_\_\_\_

**PLEASE NOTE THAT THIS IS A CONTRACT FOR ELECTRIC SERVICES BASED ON THE TOWN OF BENSON'S POLICIES AND PROCEDURES AS THEY MAY CHANGE FROM TIME TO TIME. YOU HAVE THE RIGHT TO REVIEW THE POLICY MANUAL OR ASK QUESTIONS IN OUR MUNICIPAL OFFICE.**

## Customer Letter Regarding Payment of Bill

Date \_\_\_\_\_

Member Name \_\_\_\_\_

Member Address \_\_\_\_\_  
\_\_\_\_\_

Account Number \_\_\_\_\_

Dear \_\_\_\_\_ :

Please forgive our use of a form letter; however, we needed to communicate with you as quickly as possible. Please notice the following request(s):

\_\_\_\_\_ We received your copy of the money order sent for payment. Please send us the original to assure proper credit.

\_\_\_\_\_ To list an account in a business name, we need to have a copy of the documents evidencing the organization of your business entity.

\_\_\_\_\_ Your amount of payment did not match the amount due. Please call me to be sure I credit the proper account(s).

\_\_\_\_\_ We received your bill stub, but there was no payment enclosed.

\_\_\_\_\_ To begin equal payment billing, you must have a zero balance on the account. We will begin equal payment at that time.

\_\_\_\_\_ Please sign and return the enclosed right-of-way easement.

\_\_\_\_\_ Please sign and return the enclosed application for service.

\_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_

If you need to respond, please use the envelope I have enclosed for you. Thanks for your time and consideration.

Sincerely,

Consumer Service Representative

**Service Request**

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Telephone Number \_\_\_\_\_

Request Description

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Received by: \_\_\_\_\_

Referred to \_\_\_\_\_

Expected Action Date: \_\_\_\_\_

**Town of Benson**      **Account Number:**

## Equal Payment

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

By signing up for an equalized payment plan, the customer agrees to pay each month an amount equal to one twelfth of the customer's total yearly payments. Should rate increases occur, the Town of Benson may increase the amount of payment accordingly. The customer agrees to stay on this plan for one year, unless the customer moves outside the Town of Benson's service area. At that time all amounts due the Town of Benson will be due and payable.

The customer agrees to pay \$ \_\_\_\_\_ (or \_\_\_\_\_kwh) a month for 11 months. The 12th month is used to settle any overpayments or underpaid amounts.

If payment schedule is not followed and account falls into arrears,  
the account becomes subject to all rules of the Town of  
Benson regarding disconnection and termination of service.

If the customer has any major changes in the customer's household that would affect electric consumption (for example, installation of central air or addition of a family member), please notify the Town of Benson's Customer Service Department.

Should it become necessary to adjust the customer's account for an electric meter over read, the customer's account will be settled on the equal payment plan and then reinstated.

\_\_\_\_\_  
(Signature of Customer)

\_\_\_\_\_  
(Signature of Town of Benson Representative)

## Town of Benson

Account Number: \_\_\_\_\_

Note: Need to make consistent with termination policies and procedures.

## **"Levelized" Bill Letter**

DATE:

INSIDE ADDRESS:

Dear Customer:

The "equal payment" bill is the average of your power bills over the last 12 months. It brings the highest bills down and the lowest bills up to nearly the same amount each month.

Your equal payment bill can start any month and end any time you choose. Any balance when you end the equal payment bill service is added to your next bill.

With the equal payment bill, your bill is computed just like always. The same bill still arrives in the mail to tell you how many kilowatt-hours were used and the total bill amount.

And the meter is still read on the same schedule as in the past.

By using the equal payment power bill, you will not have to deal with higher payments during the summer air conditioning season or the winter heating season or the holidays.

- You need to have a zero balance on your account the day you start the equal payment bill.
- We average your actual usage over the last 12 months and figure your average monthly cost.

The equal payment bill only works if you pay your bill promptly every month. If you receive two delinquent notices, you will be removed from the equal payment billing service.

Thanks for asking.

Sincerely,

Finance Director

Note: Need to make consistent with termination policies and procedures.

**Bank Draft**

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Customer's Account Number: \_\_\_\_\_

Customer's Bank: \_\_\_\_\_

Bank's Location: \_\_\_\_\_

Please attach a copy of a voided check for this account.

The customer agrees to have the customer's utility bill paid directly from the above checking or savings account each month. The customer will be notified of the amount withdrawn for payment. This agreement will remain in effect until the customer notifies the bank and the Town of Benson, in writing, to discontinue the service.

\_\_\_\_\_  
(Signature of Customer)

\_\_\_\_\_  
(Signature of Town of Benson Representative)

**Town of Benson**

Account Number: \_\_\_\_\_

## Medical Alert Confirmation

ADDRESS

DATE

Dear Customer:

The Town of Benson is dedicated to serving its customers. In the interest of protecting the health and well being of our citizens, we need some further information about your account.

Our records indicate a life-support machine at your residence. Please verify that a machine is in use at the above location by sending us a letter from your doctor. This information will assist us in record keeping and ensure that the greatest possible care is taken regarding your account.

Thanks for your time and consideration

Sincerely,

Customer Service Supervisor

## Reconnection Information

Customer Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_

The customer currently owes the Town of Benson \$\_\_\_\_\_ on the customer's utility bill. This is composed of the customer's past due bill and late fees of \$\_\_\_\_\_.

The customer's payment is expected immediately. To reconnect service, it will be necessary to charge of the customer an additional deposit of \$\_\_\_\_\_, as well as a reconnection fee of \$\_\_\_\_\_. Therefore, to have service reconnected the customer must pay the amount past due, plus additional deposit amount making the total bill \$\_\_\_\_\_.

Please contact a customer service officer of the Town of Benson to make payment arrangements.

If the customer questions the accuracy of this bill, the customer can request a hearing to present the customer's concerns. If the customer would like a hearing or thinks that an error may have been made in calculating the bill, please call the Finance Director with the Town of Benson at 919-894-3553 during normal business hours. The Finance Director has the authority to correct any billing errors.

If the billing problem is not resolved, the customer may request a review under the Town of Benson's informal appeals process. However, the customer is still responsible for paying the disputed bill.

If this bill has been paid since the date of this notice, please disregard the reminder and accept our thanks.

**Town of Benson**

Account Number: \_\_\_\_\_

## After-Hours Agreements

Date: \_\_\_\_\_ Time Complete: \_\_\_\_\_ [ ] a.m. [ ] p.m.

Customer's Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Service Requested for:      [ ] Electric      [ ] Water      [ ] Sewer

### After-Hours Customer Service Call

Problem: \_\_\_\_\_

Action Taken: \_\_\_\_\_

Responsibility:      [ ] Customer  
                            [ ] City

**AMOUNT OF CHARGE: \$ \_\_\_\_\_**  
The amount charged to customer will be included in the next utility bill.

\_\_\_\_\_  
Signature of Service Person

\_\_\_\_\_  
Signature of Customer

### After-Hours Request for Reconnection

I request that my utility service be reconnected outside regular working hours. For this service I agree to pay, along with my delinquent bill and other nonpayment fees, an additional fee of \$ \_\_\_\_\_. I will pay my total charges during regular working hours on the next day Town Hall is open. If I do not honor this agreement, I will be subject to additional charges and immediate disconnection of my utility service, as well as the loss of after-hours reconnect service for the next three months.

\_\_\_\_\_  
**Town of Benson**      Account Number \_\_\_\_\_

## Debt Setoff Collection Notification

Date: \_\_\_\_\_

### INSIDE ADDRESS

RE: Debt Setoff Collection Notification

Dear \_\_\_\_\_:

Please take notice that the Town of Benson intends to submit the debt you owe it for utility service to the State of North Carolina to be an offset against any State Tax Refund you are owed. You have the right to contest this matter by filing a written request for a hearing with the Town of Benson within thirty (30) days after the date the Town of Benson mailed you this notice. You may mail your request to the Customer Service Representative of the Town of Benson at P.O. Box 69 Benson, NC 27504 or deliver it to the Billing Payment Officer during regular business hours. Failure to request a hearing within the required time will result in setoff of your electric utility bill against your State Tax Refund.

A collection assistance fee of \$15.00 will be added to your utility bill debt if it is submitted for setoff from your State Tax Refund.

Town of Benson

Account Number: \_\_\_\_\_

Date of Notice: \_\_\_\_\_

**Outdoor Lighting**

Date: \_\_\_\_\_

Customer's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Address of Light Installation: \_\_\_\_\_

Description of Light:

High Pressure Sodium

Other Kind

100 W HPS

200 W HPS

175 W Mercury Vapor

\_\_\_\_\_ Quantity

\_\_\_\_\_ Rate/Month

Installation Date: \_\_\_\_\_

Term of Contract: \_\_\_\_\_

By agreeing to install outdoor lighting at the above address, the customer agrees to let the Town of Benson's utility department employees install, maintain and repair the outdoor light.

\_\_\_\_\_  
(Signature of Customer)

\_\_\_\_\_  
(Signature of Town of Benson's Representative)

\_\_\_\_\_  
(Signature of Land Owner)

**Town of Benson**

Account Number: \_\_\_\_\_

## Outage Report Card

Power Outage

Grid \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Time of Call: \_\_\_\_\_ [ ] a.m. [ ] p.m.

Time Power Off: \_\_\_\_\_ [ ] a.m. [ ] p.m. Date: \_\_\_\_\_

Time Power On: \_\_\_\_\_ [ ] a.m. [ ] p.m. Date: \_\_\_\_\_

Trans. \_\_\_\_\_ Service \_\_\_\_\_ Primary \_\_\_\_\_ Sec. \_\_\_\_\_ Tree \_\_\_\_\_

Remarks:

Operator \_\_\_\_\_

Trk No. \_\_\_\_\_ Time Assigned \_\_\_\_\_ [ ] a.m. [ ] p.m.

Date \_\_\_\_\_

Customer Call Back Time: \_\_\_\_\_  a.m.  p.m./Date: \_\_\_\_\_

## Metering Letter

DATE

INSIDE ADDRESS

Dear Customer:

The Town of Benson appreciates your concern about the cost of electric energy and the instrument used to measure its flow into your home.

The Town of Benson defines an accurate meter as being within plus or minus 2 percent of a perfect reading. Under our past history, a meter has an average life span of 40 years and less than one out of 1,000 ever malfunction.

As requested, our meter technician has completed a test of your electric meter. The results demonstrate that your meter was accurate. As agreed, we have checked the meter and not charged for your meter test.

If you have reason to believe that an electrical appliance in your home is causing a usage problem, please contact our electric department and ask about the free energy survey, which we can provide.

Thanks for giving the Town of Benson the chance to serve you.

Sincerely,

Utility Director

## **Meter Reading**

DATE

INSIDE ADDRESS

Dear Customer:

Our meter reader was at your residence yesterday, but was unable to read your meter because the gate was locked. In order that your bill reflects your actual usage of electricity and to avoid additional trips for us to read it, we must be able to get to the meter.

We respect your need for security, however we must have hands-on access to the meter and service wires; not only for reading the meter, but also in the event of a fire, a power outage or wires falling down, which could occur while you are away from your home.

We have arrangements with many customers for us to install an extra lock on their gate which makes the meter accessible to our meter readers. We must request this lock be installed or the meter must be moved to the outside of the fence at your expense.

If you will call me at 894-3553 between 8:30 a.m. and 4:30 p.m., I will be happy to discuss this problem with you and answer any questions you might have.

Thanks for your immediate attention to this matter.

Sincerely,

Customer Service Supervisor

**UTILITY EASEMENT DEED BETWEEN MARRIED INDIVIDUALS AND TOWN OF BENSON**

PREPARED BY: \_\_\_\_\_

\_\_\_\_\_  
NORTH CAROLINA

\_\_\_\_\_  
COUNTY

THIS UTILITY EASEMENT DEED, made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_ and wife, \_\_\_\_\_ married individuals whose mailing address is \_\_\_\_\_ collectively, the “Grantor”) and \_\_\_\_\_, a North Carolina Municipal corporation whose mailing address is \_\_\_\_\_ (the “Grantee”). The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, shall include singular, plural, masculine, feminine, or neuter as required by context.

Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee the perpetual right, privilege and easement to construct, inspect, operate, maintain, repair, and reconstruct utility facilities and improvements, including, but not limited to, electrical facilities and improvements (collectively, the "Facilities"). Grantee shall have the right to assign or transfer without limitation, all or any part of the rights, privilege and easement granted herein. The easement extends over, under, upon and across certain land of Grantor situated in \_\_\_\_\_, \_\_\_\_\_ County, North Carolina, said easement being more particularly described on EXHIBIT A attached hereto and by this reference incorporated herein.

All Facilities placed over, under, upon and across said easement shall be and remain the property of Grantee. Grantee shall have the right to inspect, remove, repair, improve and relocate its Facilities and to make such changes and additions to its Facilities located within the easement as Grantee from time to time may deem advisable.

Grantee shall at all times have the right to keep the entire area of perpetual easement clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the proper use and function of its Facilities; provided, however, that Grantor may use said easement for any purpose not inconsistent with the rights herein acquired by Grantee. [Add danger tree easement, if desired].

Grantee shall also have a temporary construction easement 10 feet in width on each side of the perpetual easement described on EXHIBIT A. The temporary construction easement shall terminate upon completion of the improvements and facilities authorized to be located in the easement area.

For the purpose of constructing, inspecting, enlarging, operating, maintaining, repairing and reconstructing its Facilities, Grantee shall have the right of ingress to and egress from the easement over the property of Grantor adjacent to the easement in such manner as shall occasion the least practicable damages and inconvenience to Grantor. Grantee shall be liable for any damages resulting from its exercise of the right of ingress and egress.

The cash consideration paid by Grantee and accepted by Grantor is in full and total payment for the easement, for all trees, undergrowth, improvements or other obstructions, natural or manmade within the perpetual easement that have been or will be removed or damaged, the construction easement and for all other rights and privileges hereinabove set forth.

Grantee shall repair any damage to fences and other improvements inside the area of the easement that are not inconsistent with the rights herein acquired by Grantee and shall be liable for any damage to crops, trees or improvements outside the easement when any of the above damage results from the inspection, maintenance or improvement of its Facilities.

TO HAVE AND TO HOLD the said rights and easements together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, perpetually unto Grantee for the aforesaid purposes

And Grantor covenants with Grantee, that Grantor is seized of the above described easements, rights, and privileges; that Grantee shall have quiet and peaceable possession, use and enjoyment of the above-described easements, rights and privileges, that Grantor has the right to convey the same and will defend such possession, use and enjoyment against the lawful claims of all persons whomsoever; and that Grantor shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal by adopting the word "SEAL" beside the his/her name as his/her seal, to be effective the day and year first above written.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

*NORTH CAROLINA*

*COUNTY OF* \_\_\_\_\_

I, \_\_\_\_\_ Notary Public, hereby certify that  
\_\_\_\_\_, \_\_\_\_\_ personally came before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

*My commission expires:*

EXHIBIT A

[Legal Description of Easement]