



Duke Energy
400 South Tryon St.
Charlotte, NC 28285

Mailing Address:
Real Estate Services
P.O. Box 1007
Charlotte, NC 28201-1007

February 16, 2015

Greenwood County

RE: Right of Entry-Operations & Parking

Site: 101374
Land Unit:
Project No.:

Dear Sirs:

In response to our recent inquiry, please note that Greenwood County ("Owner") hereby grants to Duke Energy Carolinas, LLC ("DEC") the right to enter and utilize a portion of Greenwood Old Farmer's Market Building, located at 1610 Highway 72, 221 East, Greenwood, SC 29649 ("Property") in support of electric power restoration resulting from storm damage to the DEC electric transmission/distribution system.

This right of entry for operations is granted upon the following conditions:

1. DEC may enter and use the Property during the time that electric power restoration resulting from storm damage to the DEC electric transmission/distribution system is being conducted.
2. Upon ten (10) days notification to the Owner, DEC may cancel this agreement. Upon ten (10) days notification to DEC, the Owner may cancel this agreement.
3. DEC may use the Property for activities associated with the restoration of electric transmission/distribution services. The activities may include, but are not limited to, 24-hour operations involving parking of vehicles, delivery of materials necessary to the effort, feeding personnel involved, installation of communications facilities, mobile offices, shuttle vehicles, etc.
4. Owner provides this Property to DEC without compensation as support to the community for electric transmission/distribution restorations efforts.
5. DEC shall comply with all laws, zoning and regulations applying to such use of the Property.
6. DEC warrants and represents that no environmental contaminants or hazardous materials shall be brought upon or stored upon the Property.
7. DEC shall indemnify and hold harmless Owner and its officers, directors, successors and assigns from and against all liability, loss, cost, claims or expense (including attorneys fees) incurred as a result of the acts of DEC employees and its agents during DEC's use of the Property during the term of this Agreement and that result in physical damage to Owner's property, personal injury or death.
8. DEC agrees to immediately repair or replace any pavement or light poles that are damaged as a result of truck parking or other activities conducted on the Property by DEC or its agents.
9. DEC agrees to maintain the premises in a clean and safe manner at all time.



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10. DEC shall take responsibility for all theft or vandalism that may occur on the Property.
11. DEC requests permission to install a phone line pedestal at a mutually agreed location at DEC expense.

Please find enclosed two originals of this agreement. Please sign and return one original to Duke Energy Carolinas, LLC in the enclosed self addressed envelope.

Sincerely,

Matt Hooper, Real Estate Representative
Duke Energy

ACKNOWLEDGMENT:

OWNER:

By:  Date: 2/17/15
Print Name: TOBY CHAPPELL
Title: COUNTY MANAGER
Contact Person: TRIPP MAY
Contact Telephone Number: (864) 554-3480

Enclosure