

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this “**Agreement**”) is entered into as of this 10th day of March, 2026, between the undersigned Parties who acknowledge and agree that Public Service Company of North Carolina, Incorporated d/b/a Enbridge Gas North Carolina, a South Carolina corporation (herein after referred to as the “**Company**”), owns easements and rights-of-way over certain real property over which Durham County (the “**County**,” and together with the Company, the “**Parties**”) plans or may plan to build and maintain infrastructure that will or could interfere with the Company’s easements, assets and facilities. The Parties wish to enter into this Agreement to govern infrastructure to be built, operated and maintained by the County and/or its agents within an existing easement or right-of-way owned by the Company as further described herein.

I. DEFINITIONS

- A. As used in this Agreement, the phrase “**Encroachment Area**” refers to the areas identified in **Exhibit A** attached hereto where the County or its Performing Party intend to or will construct, operate and maintain certain infrastructure or facilities within the Company’s easement or right-of-way.
- B. The “**Performing Party**” refers to the County or any party performing work on behalf of the County, or on whose behalf work is being performed, within the Encroachment Area.
- C. The terms “**work**,” “**work performed**,” and “**performance of the work**” include the construction of any improvements in the Encroachment Area and the presence, maintenance, use and operation thereof and all activities associated therewith done or caused by the County and Performing Party, its agents, contractors, subcontractors, and/or assignees.

II. AGREEMENT

- A. **FOR AND IN CONSIDERATION OF** the mutual terms and conditions, the sufficiency of which is acknowledged by both Parties hereto, the Parties agree to be bound by the provisions of this Agreement.
- B. The Parties, in entering into this Agreement, do not in any way propose to diminish or restrict the authority of State and Federal agencies to require changes or improvements in the either party’s facilities herein affected or to require changes or improvements in the Encroachment Area, and each party specifically reserves the right to modify their respective facilities as necessary to comply with all such State and Federal codes, regulations, or other rules which may be enacted in the future.
- C. It is understood and agreed that each party, by entering into this Agreement, does not relinquish any of its rights not expressly modified herein or as granted by an original easement or other recorded document, including but not limited to rights established by virtue of the relative priority of easements based on timing of the easement’s acquisition. The County agrees that this Agreement may be recorded and will “run with the land” and will notify all subsequent purchasers of its existence.
- D. The County agrees that their improvements and infrastructure within the Encroachment Area as provided for in this Agreement will be (i) constructed and maintained in a good, workmanlike manner and in such a way as not to unreasonably interfere with or endanger the Company’s facilities or hinder the operation and maintenance thereof, and (ii) in accordance with the Company’s Right of Way Restrictions attached hereto as **Exhibit B**. The County shall be responsible for and shall indemnify, defend, and hold harmless the Company from and against any claims, damages, or liabilities, to the extent caused by the negligence or willful misconduct of the County in connection with activities within the Encroachment Area. This obligation shall not apply to the extent such damages, claims, or liabilities result from the negligence or willful misconduct of the Company.

III. CONDITIONS FOR WORK IN ENCROACHMENT AREA

- A. Except in an emergency, the County and its Performing Party will (i) not less than 10 business days in advance of any proposed work within the Encroachment Area, provide the Company with (a) all drawings, plans and other

relevant construction documentation for the Company's review and comment, and (b) specifications for any construction equipment that will be crossing the Company's pipeline(s) to allow the Company to perform load calculations therefor; (ii) notify the Company at least three (3) business days in advance, and through the North Carolina One Call Center (or its equivalent at 1-800-632-4949 or "811") prior to any construction or maintenance activities across, on, or in the vicinity of its facilities within the Encroachment Area; and (iii) will keep the Company informed and apprised of all activities and conditions while working in the Encroachment Area. The Company shall have the right to have a representative present during any and all work performed by the County and/or its Performing Party in the Encroachment Area. Any damage to the Company's infrastructure will be immediately reported to the Company, before backfilling.

- B. The County and/or its Performing Party, their agents, contractors, subcontractors or other invitees will clean up and remove all rubbish or debris deposited on the Encroachment Area and will restore the site to as nearly the same condition as before their performance of any work. If requested by Company, County, at County's cost, will provide the Company with 'as-built' drawings verifying installed location of County infrastructure and/or compliance with this Agreement upon completion of the work.
- C. All notices and communications required to be sent pursuant to the terms of this Agreement must be in writing and delivered by electronic mail, hand delivery, certified mail, return receipt requested or by nationally recognized overnight courier service, addressed as follows:

Public Service Company of North Carolina, Inc., d/b/a Enbridge Gas North Carolina
Attn.: Scott Parker, Supervisor Durham Transmission
Mobile: 919-636-2190
e-mail: john.parker@enbridge.com

Durham County
Attn.: Joel T. Jones
201 East Main Street, Fifth Floor
Durham, North Carolina 27701
Phone: 919-560-7993
e-mail: jtjones@dconc.gov

This Agreement may be executed in one or more counterparts, including by electronic means, each of which will be an original and all of which will constitute one and the same instrument.

Intending to be legally bound, the Parties have executed this Agreement as of the date first above written.

PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.
D/B/A ENBRIDGE GAS NORTH CAROLINA

By: _____

Name: _____

Title: _____

DURHAM COUNTY

By: _____

Name: _____

Title: _____

EXHIBIT A



Date:	09/24/2024
One Call Ticket #:	

Encroaching Party "Licensee"		DENC "Company"	
Landowner's Name:	Durham County	Company Representative:	Tim Jones
Address:	201 East Main Street	Address:	
Phone:	984-227-4329	Phone:	
E-mail Address:	jtjones@dconc.gov	E-mail Address:	tim.jones@dominionenergy.com

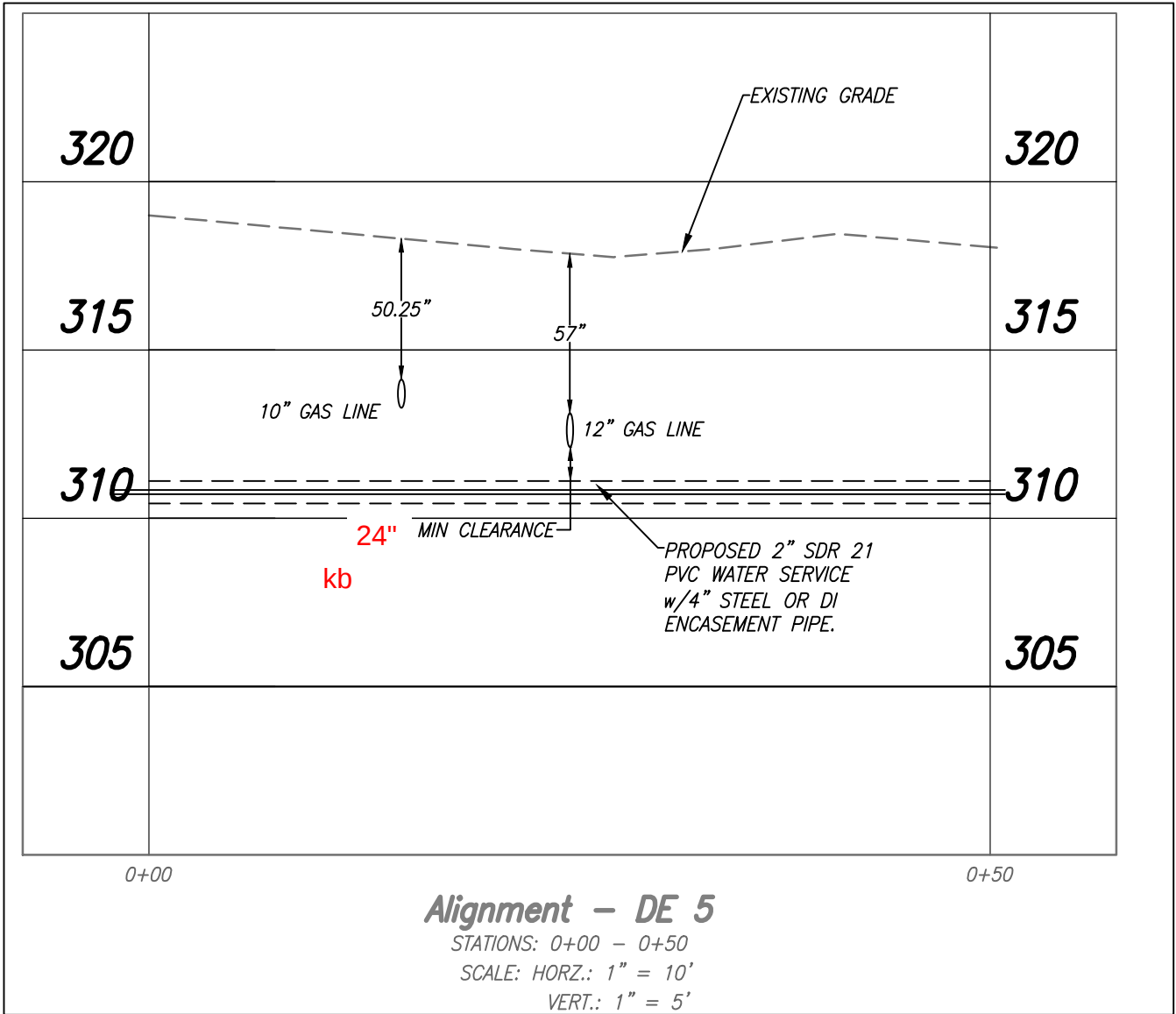
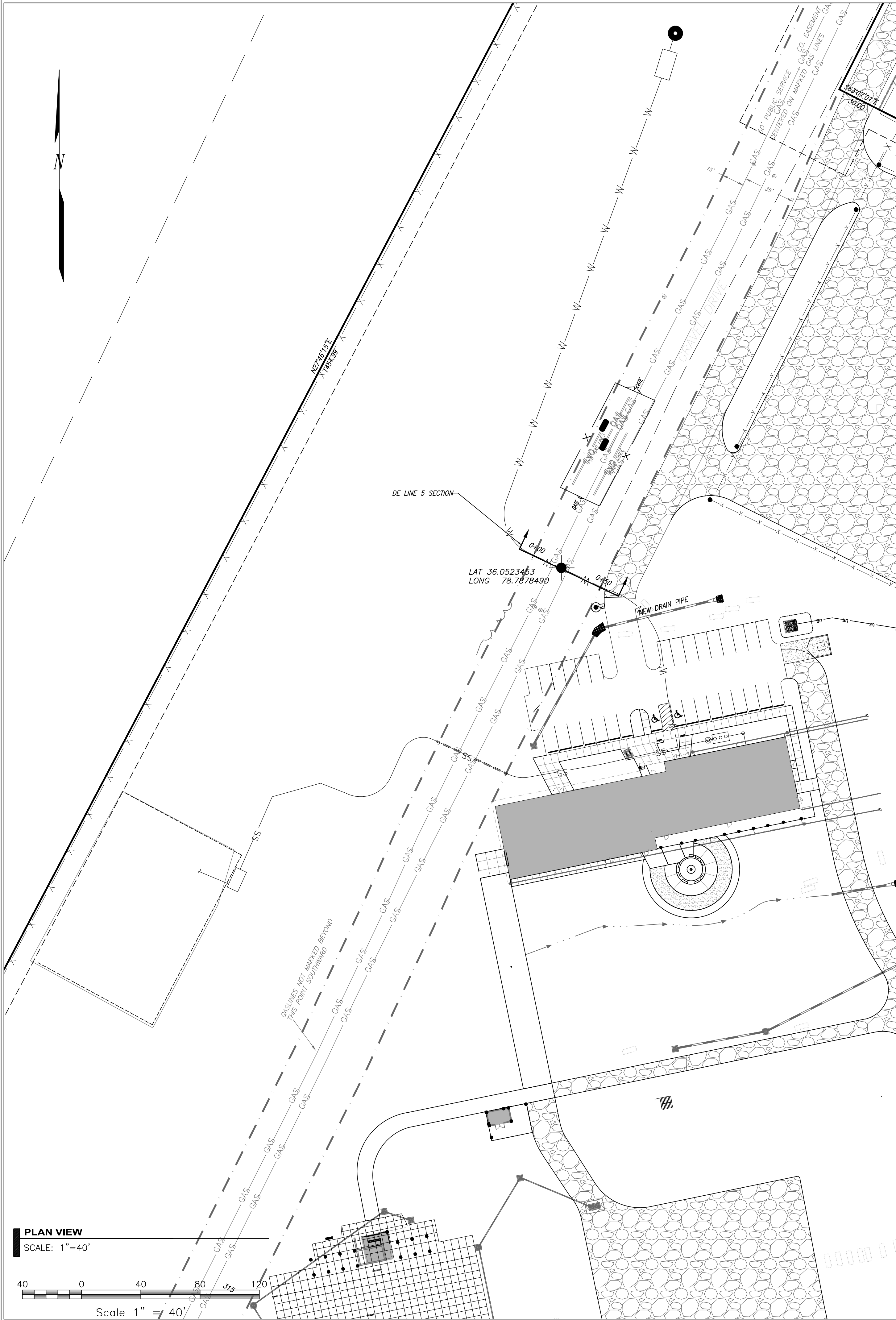
ENCROACHMENT LOCATION

Line No.	5	Parcel Name/ID	REID 238066	Latitude:	36.0523453	Longitude:	-78.7878490
City/Town	Durham	County	Durham	State	NC		
ROW Width/Offset	50' Wide						

ENCROACHMENT DESCRIPTION

Attach Sketch or Drawing to this Request as Exhibit "A" illustrating encroachment or foreign line crossing. If applicable, insert additional conditions not reflected in this request as Exhibit "B". Brief Description of encroachment/foreign line crossing:

See Attached Exhibit "E"-Alignment DE 5



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a r c h i t e c t s

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Professional Seals

EXHIBIT PLAN ONLY –
NOT FOR CONSTRUCTION

Owner Proj. #
DSO Training
Facility

ELECTRA ROAD/
EXUM ROAD

Revisions

No.	Date	Description
09/18/2025		

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These drawings and specifications are instruments of
service and as such remain the property of the
architect. Their use is restricted to the original site
for which they were prepared and publication there-of
is expressly limited to such use. Re-use,
reproduction, or publication by any method, in whole
or in part, is prohibited.

Original drawing is 24" x 36". Do not scale
contents.

Project Number: 2041
Drawn: KMB
Checked: PBR
Date: 06/03/24

Sheet Title

EXHIBIT A
DOMINION ENERGY
EASEMENT CROSSING

Sheet Number

EX E

EXHIBIT B

ROW RESTRICTIONS

1. No permanent structures (storage buildings, sheds, swimming pools, decks, retaining walls, houses, mobile homes, trailers, septic tanks, wells, leach fields, manholes, etc.) may be built or installed within the limits of the Encroachment Area except as specifically provided by this Agreement or approved by the Company in writing. Furthermore, garbage, rubble, disabled vehicles, tires, dirt, debris of any kind shall not be stored within the limits of the Encroachment Area.
2. No stockpiling or storage of materials or equipment on the Encroachment Area or within the easement of the Company will be allowed.
3. No blasting will be permitted on the Encroachment Area.
4. Fireplugs, signs, streetlights, trees, fences, pedestals, etc., will not be installed on the Encroachment Area, except as specifically permitted by this Agreement or approved by the Company in writing.
5. Roads, driveways, greenways, walking trails, bar ditches, and other drain ways running parallel to the pipeline are not allowed within the limits of the Encroachment Area
6. No power/utility poles are permitted within the limits of the Encroachment Area.
7. No soil is to be permanently added to or removed from the Encroachment Area. Any soil deposited on the Encroachment Area will be leveled or removed by the Performing Party, and the Encroachment Area will be left in its original or better condition with original contours restored, unless otherwise approved by the non-performing party. Any dirt removed from the Encroachment Area by a party will be replaced with clean fill dirt. Any fill added will not increase the elevation between the top of the gas line and ground level to exceed five (5') feet.
8. Pipeline markers installed on the Encroachment Area must remain.
9. No bodies of water (sediment ponds, etc.), temporary or permanent, are to be established within the limits of the Encroachment Area.
10. No trees, flowers or shrubs of any variety may be planted within the entire width of the Encroachment Area.
11. Permanent markers identifying the location of all infrastructure installed by a Performing Party will be placed within the Encroachment Area by the Performing Party
12. Any digging or excavation within three (3') feet of any Company infrastructure within the Encroachment Area will be done by hand.
13. No digging or excavating which would leave infrastructure within the Encroachment Area uncovered or exposed will be allowed.
14. A minimum clearance of twenty-four (24) inches must be maintained between any existing infrastructure and new infrastructure placed within the Encroachment Area by a Performing Party. However, if Company's infrastructure within the Encroachment Area is constructed of steel and is cathodically protected, the County or Performing Party must inform the Company so that it can determine the proper separations and protective measures, and the County and/or Performing Party agrees to comply with such separations and protective measures.
15. Roads, driveways, greenways, and walking trails are to cross perpendicular (90-degree angle) to the Encroachment Area. A minimum of 24-inches of cover must be maintained above any underground infrastructure within the Encroachment Area during road construction; however, the final grade of the road must be a minimum of 36-inches above the Company's infrastructure.
16. No fence or gate installations barring access to the Encroachment Area without prior consent of the Company. Any gates installed must remain unlocked or include a lock accessible by Company. In no event shall a hazardous condition be permitted within the enclosure of the fence and gate which would or could endanger either party's personnel.
17. Any pipe made of plastic placed within the Encroachment Area will be installed with a tracer wire.