

EASEMENT

NORTH CAROLINA  
DURHAM COUNTY

Prepared By: Duke Energy  
Return To: Duke Energy Carolinas  
Attn: Patricia D. Roberts  
4421 Hillsborough Rd  
Durham, NC 27705

THIS EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), from THE COUNTY OF DURHAM, a political subdivision of the State of North Carolina, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Durham Township, described as follows: containing 100.492 more or less, and being the land described in a deed from Albert Wilkerson and wife, Indiana Wilkerson, et al, to the County of Durham, a political subdivision of the State of North Carolina, dated November 13, 1881, recorded in Deed Book 1 Page 207, Durham County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being ten (10) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

It is understood and agreed that said (underground and/or overhead) facilities shall be located as shown on the attached copy of Exhibit B which is incorporated herein.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

DURHAM COUNTY

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman,  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk

(Affix Official Seal)

NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Clerk of DURHAM COUNTY, and that by authority duly given and as the act of said COUNTY, the foregoing EASEMENT was signed in its name by its \_\_\_\_\_ Chairman, sealed with its official seal, and attested by \_\_\_\_\_ self as its \_\_\_\_\_ Clerk.

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



(Notary Seal)

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

My commission expires: \_\_\_\_\_

**UTILITY EASEMENT**

PREPARED BY: Jane Foy Painter, Mullen, Holland, & Cooper, P.A., Attorneys at Law  
RETURN TO: Dominion Energy North Carolina  
(Attn: Tom Rice, Engineering Dept.)  
2020 Energy Drive  
Apex, North Carolina 27502

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

Project No. 0069933

Know all men by these presents that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid to **DURHAM COUNTY**, a body politic and political subdivision of the State of North Carolina (hereinafter designated "Grantor"), the receipt of which is hereby acknowledged, the Grantor hereby bargains, sells, and conveys unto **Public Service Company of North Carolina, Incorporated**, a South Carolina corporation, dba Dominion Energy North Carolina (hereinafter designated "Grantee"), and its successors and assigns, a perpetual and exclusive, except as otherwise provided herein, utility easement for the purpose installing, laying, constructing, maintaining, operating, repairing, altering, replacing, and removing gas pipeline equipment for the transportation and control of natural gas under, upon, over, through and across lands of Grantor, or in which Grantor has an interest situate in Durham County, North Carolina as conveyed to the Grantor by that deed recorded in Book 1 at Page 207 in the Durham County Registry, together with the rights of ingress and egress over and across the easement and the remaining lands of the Grantor for the purpose of obtaining access to and from the easements. The easement shall be generally located as shown on Exhibit "B" drawing attached hereto and incorporated herein by reference. The centerline of the pipeline as installed and/or constructed shall be the centerline of such right of way and easement hereby granted.

The Grantee shall have the right to assign this easement in whole or part at any time.

The Grantee shall have the right to remove all trees, undergrowth, and other obstructions which may be located within the easement that may injure, endanger, or interfere with the construction, operation, maintenance, and repair of said utility pipeline.

The Grantor, for itself, its successors and assigns, agrees to do nothing inconsistent with the rights of the Grantee hereunder, specifically including, but not limited to the following: 1) no structure nor obstruction of a temporary or permanent nature (including, but not limited to, fences and/or walls) shall be constructed or allowed to remain upon the easement herein granted; 2) nothing shall be done which would increase or decrease the depth of the pipeline below the surface of the ground; 3) roads, streets and/or public utility crossings may be built or erected by the Grantor or authorized agents over or upon the easement, subject to the above restrictions and so long as a minimum of a two (2) foot horizontal and a one (1) foot vertical separation is maintained from Grantee's facilities by such public or private facilities.

To have and to hold said utility easement unto the Grantee, its successors, and assigns, in title forever and the undersigned hereby binds itself, its successors, and assigns to warrant and forever defend all and singular said premises unto the Grantee, its successors, and assigns, against the claims of all persons whomsoever.

It is understood and acknowledged by the undersigned that the person securing this grant is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on the Grantee.

IN WITNESS WHEREOF this instrument is signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**DURHAM COUNTY**

By: \_\_\_\_\_ (SEAL)  
Printed Name: Wendy Jacobs  
Title: Chairman of the Board of Commissioners

Corporate Seal)

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Clerk to the Board

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of North Carolina, do hereby certify that \_\_\_\_\_, (the "Signatory"), personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of DURHAM COUNTY, a body politic and political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

I certify that the Signatory personally appeared before me this day, and  
*(check one of the following)*

- \_\_\_\_\_ (I have personal knowledge of the identity of the Signatory); **or**
- \_\_\_\_\_ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:  
*(check one of the following)*
  - \_\_\_ a driver's license *or*
  - \_\_\_ in the form of \_\_\_\_\_); **or**
- \_\_\_\_\_ (a credible witness has sworn to the identity of the Signatory).

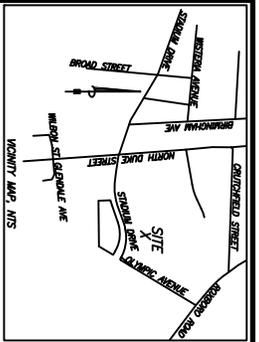
The Signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Print Name: \_\_\_\_\_  
**[Note: Notary Public must sign exactly as on notary seal]**

My Commission Expires: \_\_\_\_\_  
☞ [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**



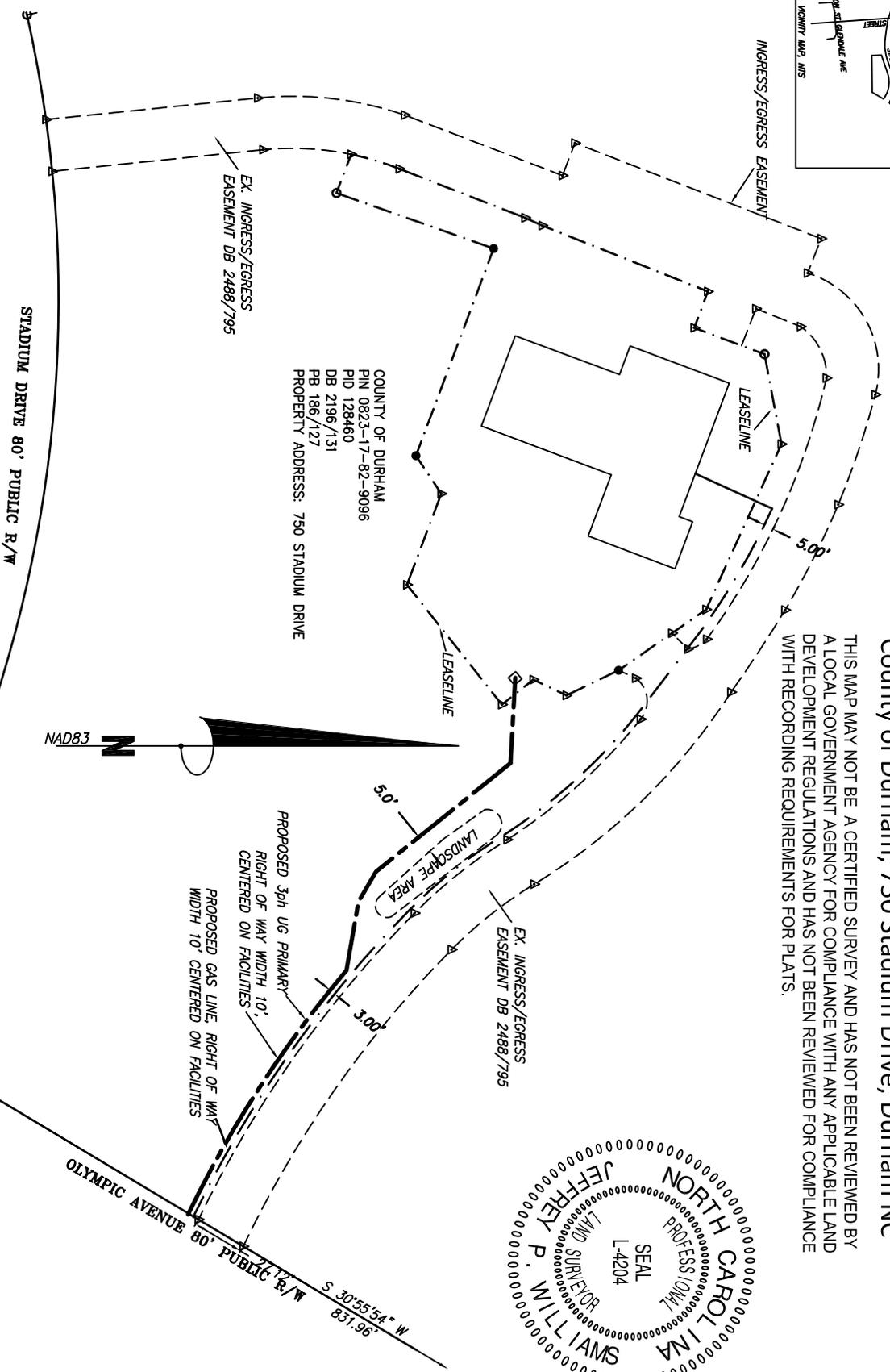
**LEGEND**

PROPOSED GAS LINE   
 PROPOSED 3ph

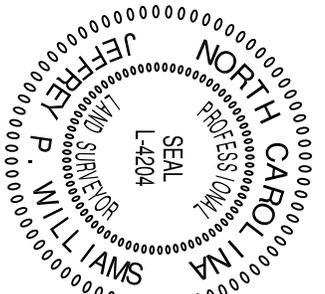
**EXHIBIT B**

Approximate Location of Distribution R/W across the property of:  
 County of Durham, 750 Stadium Drive, Durham NC

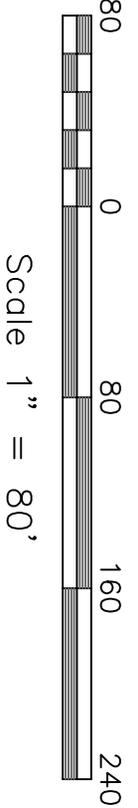
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



COUNTY OF DURHAM  
 PIN 0823-17-82-9096  
 PID 128460  
 DB 2196/131  
 PB 186/127  
 PROPERTY ADDRESS: 750 STADIUM DRIVE



**Coulter Jewell Thames**  
 ENGINEERING-LAND SURVEYING-LANDSCAPE ARCHITECTURE  
 111 West Main Street Durham, North Carolina 27701  
 p919.682.0368 f919.688.5646 jw@c.jtpa.com  
 LIC. #1209



Drawn By JPW  
 Checked By JPW  
 Scale: 1"=80'  
 Project No. 1903  
 Date Sept. 17, 2020