

EASEMENT

NORTH CAROLINA
CHATHAM COUNTY
PPN: 0063027

Prepared By: Brenadette Turner
WO 32253739
Return To: Duke Energy Progress, LLC
Attn: Brenadette Turner
411 Fayetteville St.,
MC: NCRH16
Raleigh, NC 27601

THIS EASEMENT ("Easement") is made this 7 day of May, 20 19
("Effective Date"), from **COUNTY OF CHATHAM**, ("GRANTOR," whether one or more), to **Duke Energy Progress, LLC, a North Carolina limited liability company** ("DEP"); its successors, licensees, and assigns.

WITNESSETH:

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 DEP, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in **New Hope Township**, described as follows: **containing 53.40 acres, more or less (each parcel) and being land described in a deed from Chatham County Board of Education to County of Chatham, dated 6/27/2018 and recorded in Deed Book 1997 Page 916, Chatham 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, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEP and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEP: (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 DEP); (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 DEP, 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 DEP'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 DEP, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP 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.

CHATHAM COUNTY

By: [Signature]

Mike Dasher, Chairman,
Board of Commissioners



ATTEST:

[Signature: Lindsay K. Ray]
Lindsay K. Ray, Clerk

(Affix Official Seal)

NORTH CAROLINA, Chatham COUNTY

I, Emily R. Tellman, a Notary Public of Chatham County, North Carolina, certify that Lindsay K Ray personally appeared before me this day and acknowledged that he/she is _____ Clerk of CHATHAM 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 her self as its _____ Clerk.

Witness my hand and notarial seal, this 7 day of May, 20 19.

[Signature: Emily R. Tellman]
Notary Public

My commission expires: 09.25. 2022

