

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Facilities/Maintenance

Department contract file name (use effective date): Duke Energy Progress\_1910\_20210216

Project Code: Click here to enter text.

Contract type: Deeds and Easements

Contracted Services/Goods: Access Easement for Duke at the new EOC site

Contract Component: Other

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Duke Energy Progress

Effective Date: 2/16/2021

Approved by: Commissioners

Ending Date: Click here to enter a date.

Total Amount: \$0.00

2. Department Head or his/her designee has read the contract in its entirety.

By:  (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

Prepared by: Duke Energy Progress, LLC  
Return to: Duke Energy Progress, LLC  
Attn: Harrington, Benita  
1025 Frazier Drive  
Sanford, NC 27334

Parcel # 0012481

## EASEMENT

State of North Carolina

County of Chatham

THIS EASEMENT ("Easement") is made this 16 day of February 2021, from COUNTY OF CHATHAM ("Grantor", whether one or more), to DUKE ENERGY PROGRESS, LLC, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 2097, Page 319, Chatham County Register of Deeds ("Property"). The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

*For Grantee's Internal Use:*  
*Work Order #:36506763*

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition

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prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.

8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.

9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 15<sup>th</sup>  
day of February, 2021.

COUNTY OF CHATHAM

[Signature] (SEAL)  
Mike Dasher, Chair  
Chatham County Board of Commissioners



ATTEST: Lindsay K. Ray  
Lindsay K. Ray, Clerk

STATE OF NORTH CAROLINA  
COUNTY OF Chatham

I, Ann Hammack, a Notary Public of Chatham County, State of North Carolina, certify that Lindsay K. Ray personally appeared before me this day and acknowledged that she is the Clerk to the Chatham County Board of Commissioners, and that by authority duly give and as the act of said County, the forgoing Easement was signed in its name by Mike Dasher, as Chair of the Chatham County Board of Commissioners, sealed with its official seal, and attested by Lindsay K. Ray as its Clerk.

Witness my hand and notarial seal, this 16 day of February, 2021.

Notary Public: Ann Hammack

My Commission expires: September 26, 2024



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