

UTILITY STATION SITE, UTILITY PIPELINE, TEMPORARY CONSTRUCTION, AND ACCESS EASEMENTS

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

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Project No. PN75169

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 **Wake County**, also known as County of Wake, a political subdivision duly organized and validly existing under the constitution and law of the State of North Carolina (hereinafter designated "Grantor"), the receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, and convey unto **Public Service Company of North Carolina, Incorporated**, a South Carolina corporation, dba Enbridge Gas North Carolina (hereinafter designated "Grantee"), and its successors and assigns, a perpetual and exclusive utility station site easement and perpetual and exclusive utility pipeline easements for the purpose of installing, laying, constructing, maintaining, operating, repairing, altering, replacing, and removing gas pipeline equipment (including but not limited to valves, regulators, meters, fittings, appliances, tie-overs, pipe line markers, communications and corrosion control equipment, appurtenant facilities, and multiple gas lines) for the transportation and control of natural gas under, upon, over, through and across lands of Grantor, or in which Grantor has interest situate in Wake County, North Carolina as described in those certain deeds recorded in **Deed Book 5445, Page 110, Deed Book 4914, Page 812, and Deed Book 2272, Page 678** all in the Wake County Registry, The utility station easement (designated as "USSE" and utility pipeline easements, each designated as "50" PIPELINE EASEMENT") shall be located and described as shown on the Exhibit "A" surveys attached hereto and incorporated herein by reference.

The utility pipeline easements include multiple line rights and include the perpetual right to lay, construct, maintain, operate, alter, repair, replace and remove, at any time and from time to time, one or more additional lines of pipe for the transportation and control of natural gas within the easements without the payment of any additional compensation to Grantor, its successors, and/or assigns.

Together with rights of ingress and egress over and across those perpetual access easements located and described on Exhibit "A" and designated thereon as "PERMANENT ACCESS", and the other easements conveyed herein for the purpose of obtaining access to and from the easements. Grantor shall have the right to change or alter the access easements so long as Grantor maintains an access drive to provide access to Grantee to the easements conveyed herein from a public right of way. Grantor and Grantee shall execute an amendment to this easement document to establish any such relocated access easements.

Together with temporary constructions easements also located and described as shown on Exhibit "A" and designated thereon as "TCE". The temporary construction easements may be used by the Grantee, its employees, representatives, agents, and contractors in connection with the initial construction of the gas pipeline or lines and also to park equipment and store materials. The temporary construction easement shall terminate following the initial construction of the gas pipeline or lines.

Following completion of the initial construction of the gas pipeline or lines and any maintenance thereto, the utility pipeline easement, utility station easements, and temporary construction easements will be graded, stabilized and otherwise restored to a condition substantially similar to the condition it existed prior to Grantee's entry thereupon, using conventional engineering practices and landscaping methods.

The Grantee shall have the right to assign these easements 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 utility pipeline easements, utility station easement, and temporary construction easements, while in effect, that may injure, endanger, or interfere with the construction, operation, maintenance, and repair of said utility station or the pipelines.

Except for any area where pipe and other appurtenances are enclosed within any fenced station site and/or except for other unfenced areas designated for above-ground facilities, the Grantor may make full use and enjoyment of the lands and premises included within the easements herein granted in any manner not inconsistent with the use and purpose of said land by the Grantee; provided, however, that the Grantor, its successors and assigns, shall not construct nor permit to be constructed any house or other permanent structure, nor plant trees or large shrubs, nor allow to be placed or installed any other obstruction, temporary or permanent, that could damage the station site, or the pipelines or interfere with the operation, maintenance or repair of the station site or the pipelines by the Grantee or with Grantee's access, including, but not limited to the accumulation of garbage, rubble, disabled vehicles, tires, or debris of any kind, nor impound nor permit to be impounded any water, on or over the entire areas specifically covered by these easements. The Grantor, its successors, and assigns, may build roads, streets or utilities which cross the pipelines located in the easements (excluding the above ground facilities exceptions previously described), but may not construct within and along said pipeline easements any such utilities which run parallel therewith. Fences may be installed by the Grantor crossing the easements, but only after obtaining advance written approval of the Grantee, and such fences must meet specifications of the Grantee for type and must provide accessibility to the easements suitable to Grantee and must not interfere with Grantee's access.

The Grantor, for itself its successors, and assigns, further agrees not to build road, street or utility crossings, or fence crossings, or to change the grade within the easements in any manner which will reduce or increase the cover over the pipeline or within easements, unless approved in writing in advance by Grantee. Grantor shall notify Grantee in writing at least 30 days prior to any construction or maintenance activity within the areas specifically covered by these easements to obtain such approval and to allow Grantee's representative to be present during such activity. Pipeline markers shall not be relocated or removed from the easements.

To have and to hold said utility station site, utility pipeline, and access easements unto the Grantee, its successors, and assigns, in title forever.

To have and to hold the above-described temporary construction easement, while in effect, unto the Grantor, its successors and assigns.

The Grantor makes no warranty of title to the easement interests granted herein.

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 _____ 2025.

GRANTOR:

Wake County, a political subdivision

By: _____ (SEAL)

Printed Name: Susan P. Evans

Title: Chair, Wake County Board of Commissioners

ATTEST:

Yvonne C. Gilyard Clerk to the Board

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that Yvonne C. Gilyard, (the "Signatory"), personally appeared before me this day and acknowledged that she is the Clerk of the Wake County Board of Commissioners and that by the authority duly given and as the act of said Board, the foregoing document was signed by the Chair of the Wake County Board of Commissioners, sealed with its corporate seal; and attested by Yvonne C. Gilyard as its Clerk.

Witness my hand and official stamp or seal this _____ day of _____, 2025.

Notary Public

Print Name: _____

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____

E [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**