

STATE OF NORTH CAROLINA

COUNTY OF WAKE

RWID NUMBER:NC183E776344

Preparer's name and address:

George Cook

Post Office Box 1103

Cary, NC 27512

(Return to the address above)

Grantee's Address:

BellSouth Telecommunications, LLC, d/b/a AT&T North Carolina

100 S. Eugene Street

Greensboro, NC 27401

Attn: Lisa K. Hurley

EASEMENT

For and in consideration of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, (hereinafter referred to as "Grantor"), do(es) hereby grant to **BellSouth Telecommunications, LLC, d/b/a AT&T North Carolina, a Georgia Limited Liability Company**, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns(hereinafter referred to as "Grantee"), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands described in Deed Book 2272, page 678, Wake County, North Carolina Records ("Premises"), and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows: Generally, easement area shall be the areas of the premises where Grantee's facilities are shown on the routing plan attached as Exhibit A and five feet (5') on either side of such facilities; provided that, following initial installation of Grantee's facilities, the easement area will be deemed to be the areas of the Premises where Grantee's facilities are actually installed and five feet (5') on either side of such facilities as-installed ("Easement Area").

The following rights are also granted: the non-exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications (including broadcast) or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC, d/b/a AT&T North Carolina and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

The easement rights granted are non-exclusive; provided, however, that Grantor shall not interfere with or impair Grantee's use, occupancy or enjoyment of the easement rights herein granted, nor shall Grantor deprive Grantee of ingress to and egress from the easement or Grantee's facilities.

In witness whereof, the following undersigned has/have caused this instrument to be executed on the _____ day of _____, **2017**.

Signed, sealed and delivered in the presence of:

Wake County

By: _____

Sig Hutchinson, Chairman of the Board

ATTESTED BY:

Clerk to the Board

Approved as to form:

Scott W. Warren
Wake County Attorney

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that she is the _____ Clerk of the Wake County Board of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by its Chairman of the Wake County Board of Commissioners, sealed with its corporate seal and attested by herself as its _____ Clerk. Witness my hand and official stamp or seal, this ___ day of _____, 2017.

Notary Public

(Print Name)

Notary Number _____

My Commission Expires: _____

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced: _____

District North Carolina	FRC	Wire Center/NXX Apex	Authority A00SD08 / 72D04320B
Drawing	Area Number 21206	Plat Number DI 0421 / DI 0221	RWID NC183E776344
Parcel ID 0740437240	Approval Lisa K. Hurley	Title Mgr-OSP Planning & Design SE/CA	