

EASEMENT

NORTH CAROLINA
WAKE COUNTY

Return To: Duke Energy Progress, LLC
Attn: Dennis Daniels
1020 West Chatham Street
Cary, NC 27511

THIS EASEMENT ("Easement") is made this 4th day of December, 2017 ("Effective Date"), from WAKE COUNTY (aka COUNTY OF WAKE), a political subdivision of the State of North Carolina, ("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 Raleigh Township, described as follows: containing 7.868 acres, more or less, and being: 1) the land described in a deed from the City of Raleigh to the County of Wake, dated June 28, 2000, and recorded in Deed Book 8618, Page 2741; 2) a majority of the land described in a deed from Old Dominion Tobacco, Incorporated, to Wake County, dated April 18, 2017, and recorded in Deed Book 16756, Page 2639; and 3) the 0.142 acres (6164 square feet) parcel described in an exchange deed between the City of Raleigh and the County of Wake, dated July 27, 2017, and recorded in Deed Book 16880, Page 718, also shown as Old Tract 2 and New Tract 3 on plat, dated April 14, 2017, entitled "Recombination Plat of 1420 and 1430 S. Wilmington Street Parcels for Wake County", and recorded in Book of Maps 2017, Page 1599, all Wake 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 centerline 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 the EASEMENT herein granted is for: (1) the relocation of the existing facilities on the above-referenced land made necessary by development of the property; (2) facilities shall 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; (3) said facilities shall be installed at locations mutually agreeable to the parties hereto; and (4) DEP agrees, except during initial construction of the herein above referenced facilities, portion of which may be installed immediately, and other portions installed in the future, to promptly repair, at DEP's expense, any damages solely and directly resulting from DEP's maintenance or operational work, and to restore to the fullest extent practical the surface of GRANTOR'S property to substantially the same condition said property was in immediately preceding any work, ordinary wear and tear, and casualty excepted; provided, however, that in exercising said rights DEP agrees: (i) that except in emergencies (as determined by DEP in its sole discretion), or comply with any regulatory requirements, to use existing roads and paths to access said easement area, unless DEP determines, in its reasonable judgment, that such access is impracticable; and (ii) to conduct all work permitted hereunder in a professional and workmanlike manner.

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.

WAKE COUNTY

By: Jessica Holmes, Chair,
Board of Commissioners

ATTEST:

Denise Hogan, Clerk to the Board

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that Denise Hogan personally appeared before me this day and acknowledged that she is Clerk to the Board of WAKE 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 herself as its Clerk to the Board.

Witness my hand and notarial seal, this _____ day of _____, 20____.



Notary Public

My commission expires: _____