

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Carol Loyd
602 Raleigh Rd.
Henderson, NC 27536

Parcel # 1763841077

EASEMENT

State of North Carolina

County of Wake

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **WAKE COUNTY, a body politic and corporate (“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 12590, Page 1251, Wake County Register of Deeds (“**Property**”). The Facilities shall be overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, 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, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the “**Easement Area**”).

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 to a mutually agreed location 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 prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, it is understood and agreed that the general location of the Easement Area is shown on the sketch attached hereto as Exhibit A and recorded herewith. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the facilities by Grantee in substantial compliance with Exhibit A hereto.
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, subject to all matters of record and any matters that would be revealed by a current and accurate survey of the Property. A portion of the Property is encumbered by a conservation easement recorded in Book 12590, Page 1231, Wake County Registry, and the holder of said conservation easement joins in this Easement for the purposes of (i) consenting to Grantor's conveyance of an easement to Grantee as described herein, and (ii) acknowledging that by granting the rights to Grantee, Grantor is not in violation of the terms of the aforementioned conservation easement. The Parties acknowledge that a portion of the Property is encumbered by two easements held by the City of Raleigh as recorded in Book of Maps 2008 PG 1927 and Deed Book 018215, Page 01107, Wake County Registry. The City of Raleigh hereby consents to the granting of this Easement which shall be co-located on the subject Property.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

WAKE COUNTY,
a body politic and corporate

Matthew M. Calabria, Chair (SEAL)

Attest:

Yvonne C. Gilyard, Clerk

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Yvonne C. Gilyard personally appeared before me this day and acknowledged that he/she is Clerk of WAKE COUNTY, and that by authority duly given and as the act of said WAKE COUNTY, the foregoing EASEMENT was signed in its name by its Chair, sealed with its official seal, and attested by herself/himself as its Clerk.

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



Notary Public: _____

Commission expires: _____

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT "A"

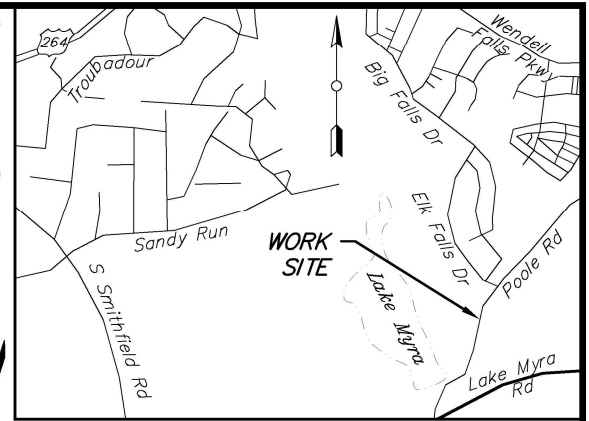
SCALE: 1" = 100'



Wake County
DB 12590, Pg 1251
PIN 1763841077

Easement References:

- *Book of Maps - 2008, Pages 1926-1928
- **Deed Book - 18215, Page 1107



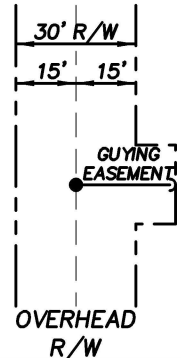
VICINITY MAP Not To Scale

Nash Wendell
Falls, LLC
DB 15478, Pg 1623
PIN 1773065459

William B. Dillard
DB 13309, Pg 2017
PIN 1773005217

William B. Dillard, et al
DB 143629, Pg 2546
PIN 1773001196

TYPICAL DE PRIMARY R/W EASEMENTS



LEGEND

- Property Line
- Proposed Overhead Facilities
- Existing Overhead Facilities
- -> Proposed Pole and Anchor
- -> Existing Pole and Anchor
- u--- Proposed Underground Facilities
- u--- Existing Underground Facilities
- Existing/Proposed Span Guy
- Proposed Enclosure
- Edge of Pavement (EOP)
- Proposed Distribution R/W



Location of Distribution R/W Across Property of
WAKE
COUNTY

Location Wendell WakeCo., NC
Scale 1"=100' Date 09/04/19
Drawn J. Dacey Checked Chris Robertson
Dwg. No. 30916117 Sheet: 1 of 1

CONSENTED TO AND ACKNOWLEDGED BY:

The City of Raleigh, Public Utilities Department

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the _____ and that by authority duly given, as _____, voluntarily executed the foregoing on behalf of the City of Raleigh for the purposes stated herein.

Witness my hand and official seal this _____ day of _____, 2021.

Notary Public
(Type/Print Name)

My Commission Expires: _____

(SEAL)

CONSENTED TO AND ACKNOWLEDGED BY:

Southeast Regional Land Conservancy, Inc., Successor in Interest to Smoky
Mountain National Land Trust, Inc., a North Carolina Non-Profit Corporation

By: _____

James C. Wright, Executive Director

6111 Peachtree Dunwoody Road

Building E, Suite 102

Atlanta, GA 30328

STATE OF _____

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the Executive Director of Southeast Regional Land Conservancy, Inc., a North Carolina corporation and that by authority duly given, as Executive Director, voluntarily executed the foregoing on behalf of the corporation or the purposes stated herein.

Witness my hand and official seal this _____ day of _____, 2021.

Notary Public

(Type/Print Name)

My Commission Expires: _____

(SEAL)