

2023004096 00035

FORSYTH COUNTY NC FEE \$26.00
 NO TAXABLE CONSIDERATION
 PRESENTED & RECORDED
 02/08/2023 10:57:43 AM
LYNNE JOHNSON
 REGISTER OF DEEDS
 BY: CARLA B FLEMING, DPTY
BK: RE 3739
PG: 3343 - 3347

EASEMENT

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210
 Return Recorded Document To: Professional Property Services, Inc. 18335 Old Statesville Road Unit A Cornelius, NC 28031

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

*For Internal Informational Purposes Only*LINE NO. 482PROJECT TRACT NO. 251PROJECT NO. 0233004PARCEL ID #: 6843-98-1768

THIS "EASEMENT" is made and granted as of this **3RD** day of **FEBRUARY**, 20**23** from **JAMI SUE WRIGHT** ("Grantor", whether one or more), to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("Piedmont").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Forsyth, North Carolina, as more particularly described in the instrument recorded in Book 3274, Page 262, Forsyth County Registry (the "Property").

NOW, THEREFORE, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont, its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "Survey").

Pipeline Easement. A perpetual easement under, upon, over, through, and across that portion of the Property, generally 50 feet wide, designated "Pipeline Easement" on the Survey (the "**Pipeline Easement Area**") for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting one or more pipelines (which pipelines shall be underground) and appurtenant facilities (including, without limitation: at or below grade valves and anode beds; and above ground markers, cathodic protection equipment, bollards) for the transportation of natural gas.

Temporary Construction Easement ("TCE"). A temporary right to use the area designated "TCE" on the Survey (the "**TCE Area**") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property. The TCE does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described above and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described above and as depicted on the Survey.

Piedmont's Use. Piedmont shall have all rights necessary or convenient for the full use and enjoyment of the Easement(s) herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described and permitted in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Piedmont and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with any applicable federal, state, or local law, rule, or regulation. Grantor may change the use of the Easement Areas or install certain Obstructions within the Easement Areas if Grantor has obtained prior written approval from Piedmont, which approval shall not be unreasonably withheld, conditioned or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably

interfere with Piedmont's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Piedmont, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Piedmont.

Damages. Piedmont shall be responsible for actual physical damage to (1) the land within the Property and Easement Areas and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, to the extent caused by Piedmont in exercising the rights granted herein, provided that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Piedmont shall restore and level the surface of the Easement Areas to a condition which is reasonably close to the condition existing immediately prior to Piedmont's use of the Easement Area, excepting those permanent alterations which may be permitted in connection with each Easement above, if any, and earthen water bars to prevent erosion. Piedmont shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

No Waiver or Additional Representations. The failure by Piedmont to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Piedmont thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by Grantor that only terms expressly stated herein will be binding on Piedmont.

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable tenant interests.

To have and to hold said rights, privileges, and Easements unto Piedmont, its affiliates, successors, and assigns. Piedmont, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Piedmont, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont and their respective heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR

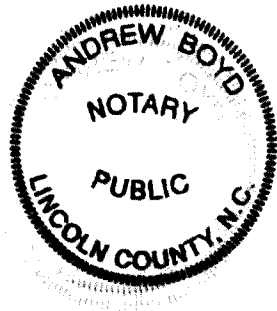
Jami Sue Wright (SEAL)
JAMI SUE WRIGHT

STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, Andrew Boyd, a Notary Public for Lincoln County, N.C., do hereby certify that ~~CLARENCE EDWARD WRIGHT JR.~~ and JAMI SUE WRIGHT personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the 3rd day of February, 2023

[NOTARY SEAL]



Andrew Boyd Sign

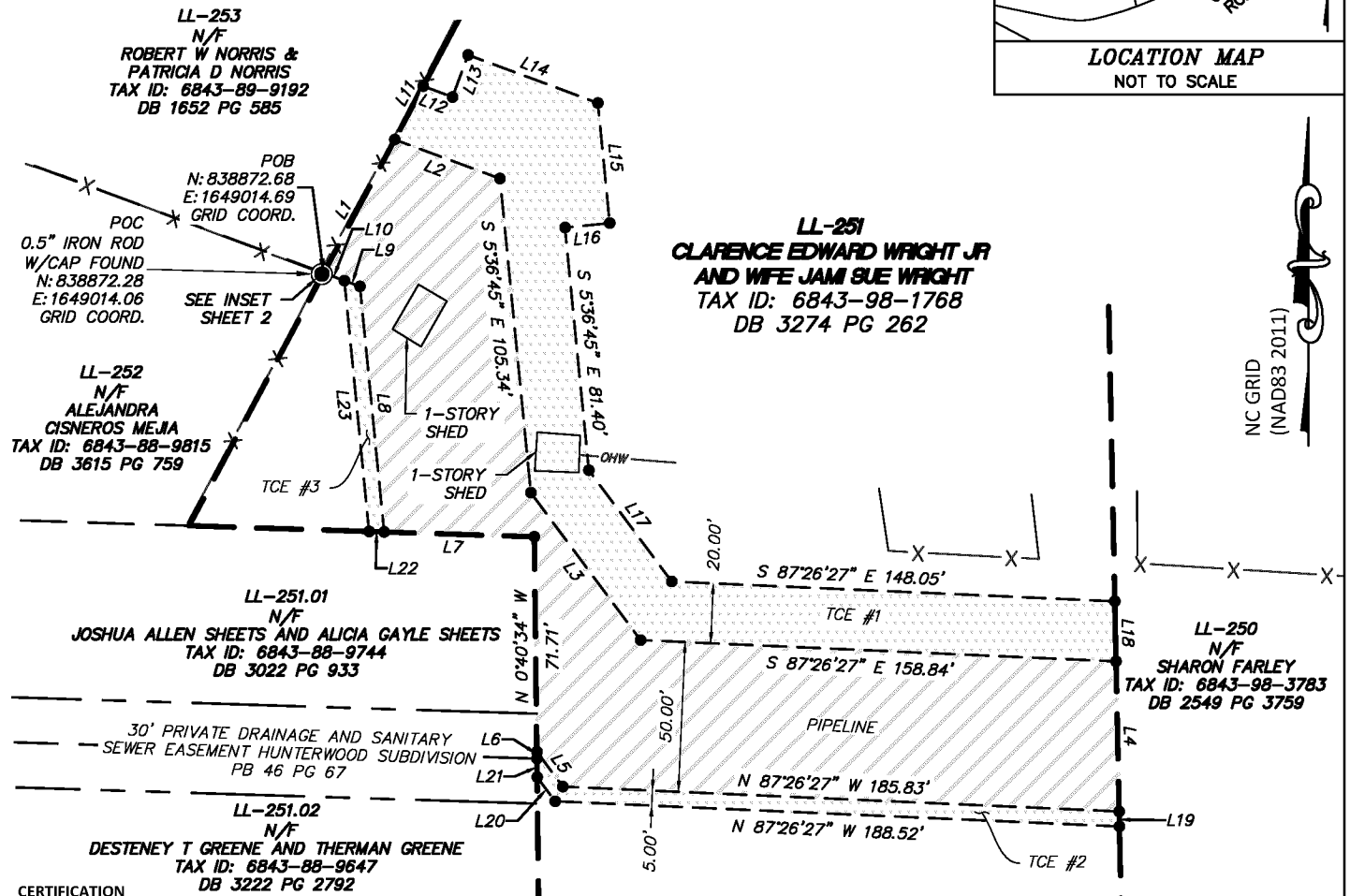
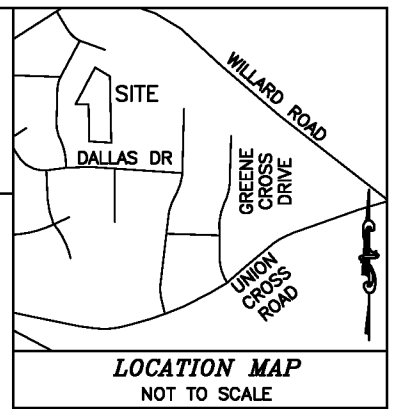
Andrew Boyd Print

My commission expires: 9/16/27

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE	0.386	16,797
TCE #1	0.191	8,324
TCE #2	0.023	997
TCE #3	0.010	416
TOTAL TCE	0.224	9,737

EXHIBIT A

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.



CERTIFICATION

I, GLENN E SHIVAR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3274, PAGE 262); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES AND DRAWN FROM INFORMATION FOUND IN BOOK 3274, PAGE 262 OR OTHER REFERENCED SOURCE; THAT THE RATIO OF PRECISION IS 1: 10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 5TH DAY OF DECEMBER 2022

Glenn E. Shivar
GLENN E SHIVAR, PLS L-5301



LEGEND

- TCE = TEMPORARY CONSTRUCTION EASEMENT
- COMPUTED POINT
- ⊙ IRON ROD FOUND
- ⊙ IRON PIPE FOUND
- R/W = RIGHT OF WAY
- PB = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
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- PG = PAGE
- OVERHEAD WIRES
OHV ——— OHV
- PNG EASEMENT
—————
- SUBJECT BOUNDARY LINE (SURVEYED)
—————
- SUBJECT BOUNDARY LINE (NOT SURVEYED)
- - - - -
- ADJOINER BOUNDARY LINE (NOT SURVEYED)
- - - - -
- FENCE LINE
X ——— X
- EXISTING EASEMENT
—————

NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: (DUKE ENERGY/ PIEDMONT NATURAL GAS)
2. AREA BY COORDINATE COMPUTATION METHOD.
3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.
4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
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8. NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS' NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NSRS 2011) DATUM. COMBINED SCALE FACTOR: 0.99996902
9. THE LOCATION OF UTILITIES AS SHOWN HEREON, WHETHER PUBLIC OR PRIVATE, ARE OF SUBSURFACE UTILITY ENGINEERING QUALITY LEVELS AS DEFINED: QUALITY LEVEL D (QL-D) EXISTING UTILITIES ARE DEPICTED ACCORDING TO UTILITY RECORD INFORMATION AND IN-FIELD VISUAL INSPECTION. NO ELECTRONIC DESIGNATING INFORMATION WAS OBTAINED.
10. OTHER UTILITIES WHICH WERE NOT OBSERVED AND NOT SHOWN HEREON MAY EXIST. IT IS THE OWNERS/TENANTS RESPONSIBILITY TO VERIFY THE LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. COLLIERS ENGINEERING AND DESIGN CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES.
11. LINE/CURVE DATA SHEET 2.

Colliers
Engineering & Design

COLLIERS ENGINEERING DESIGN CT, P.C. DOING BUSINESS AS MASER CONSULTING
301 GOVERNMENT CENTER DRIVE
Suite 201
WILMINGTON, NC 28403
Phone: 910.444.3517
Fax: 910.719.9076
STATE OF N.C. FIRM NO. C-4042

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT
EASEMENT ACROSS THE LAND OF
CLARENCE EDWARD WRIGHT JR
AND WIFE JAMI SUE WRIGHT
2790 MOLLIE LANE, WINSTON SALEM
FORSYTH COUNTY, NORTH CAROLINA

DUKE ENERGY[®]
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
535 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (800)641-7762

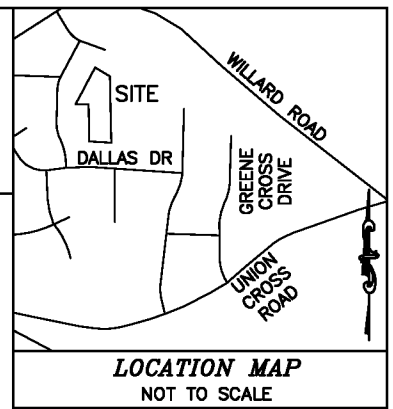
REVISION-1	DATE: 09/08/2022	SCALE: 1" = 60'
	DRAWN BY: MJA	SITE #: 1200276
	CHECK BY: RM/SA	DEED: 3274-262

PROJ. #: 0233004	TRACT #: LL-251	LSC MAP #: 1200276-010701
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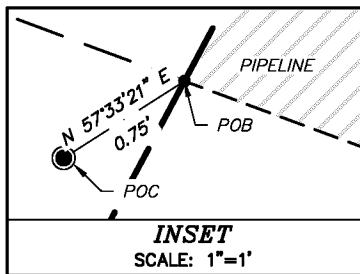
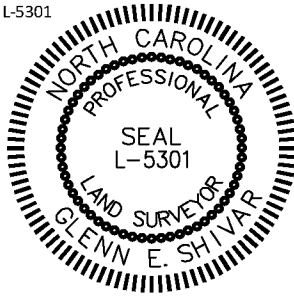
NC GRID
(NAD83 2011)

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THIS 5TH DAY OF DECEMBER 2022

GLENN E SHIVAR, PLS L-5301



LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	N 28° 02' 53" E	50.46'
L2	S 69° 40' 07" E	37.45'
L3	S 36° 40' 19" E	61.32'
L4	S 1° 10' 02" E	50.11'
L5	N 36° 40' 19" W	14.55'
L6	N 0° 41' 16" W	2.34'
L7	N 88° 10' 02" W	50.14'
L8	N 5° 36' 45" W	82.31'
L9	N 69° 40' 07" W	5.56'
L10	N 69° 40' 07" W	7.38'
L11	N 28° 02' 53" E	20.18'
L12	S 69° 40' 07" E	10.45'

LINE DATA		
SEGMENT	DIRECTION	LENGTH
L13	N 20° 18' 26" E	15.00'
L14	S 69° 40' 07" E	46.18'
L15	S 5° 36' 45" E	40.28'
L16	S 84° 23' 15" W	15.00'
L17	S 36° 40' 19" E	46.28'
L18	S 1° 10' 02" E	20.04'
L19	S 1° 10' 02" E	5.01'
L20	N 36° 40' 19" W	10.04'
L21	N 0° 40' 18" W	6.16'
L22	N 88° 10' 02" W	5.04'
L23	N 5° 36' 45" W	84.09'

LEGEND

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COLLIERS ENGINEERING
DESIGN CT, P.C. DOING
BUSINESS AS
MASER CONSULTING
301 GOVERNMENT
CENTER DRIVE
Suite 201
WILMINGTON, NC 28403
Phone: 910.444.3517
Fax: 910.719.9076
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