

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Prepared by and Return to: Parker Poe Adams & Bernstein LLP (MJC), PO Box 389, Raleigh, NC 27602

NORTH CAROLINA

CUMBERLAND COUNTY

*For Internal Informational Purposes Only*  
LINE NO. 5 SEG 2 PROJECT 110 MAOP  
PROJECT TRACT NO. L5S2-CUMB-  
290\_000 PROJECT NO. 0235312  
PARCEL ID #: 0459-22-8370

THIS "**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 2025, from the **CITY OF FAYETTEVILLE**, a municipal corporation of the State of North Carolina, by and through **FAYETTEVILLE PUBLIC WORKS COMMISSION**, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville ("Grantor") to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("Piedmont").

WHEREAS, Grantor is the owner of, or has an interest in, that real property situated in Cumberland County, North Carolina, as more particularly described in the instrument recorded in Book 7776, Page 261 of the Cumberland 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 the following easements and rights of way in the areas shown on the map attached hereto as **Exhibit A** and incorporated herein by reference, as more specifically provided herein.

**Temporary Construction Easement ("TCE").** A non-exclusive, temporary construction easement over and upon the areas designated as "10' TCE-1" and "10' TCE-2" on **Exhibit A** (the "**TCE Areas**") for the purposes of performing activities associated with the abandonment and retirement of Piedmont's now-existing natural gas pipeline(s) and appurtenant facilities. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Areas and to exclude all persons, other than Grantor, its agents and contractors, and other third parties with rights to the Easement Areas, from any fenced portions of the TCE Areas. All such materials and equipment shall be placed and stored at Piedmont's sole risk and expense. Grantor assumes no responsibility for the safekeeping, security, or protection of any property of Piedmont or its contractors, subcontractors, or agents. Grantor shall not be liable for any loss, theft, damage, or destruction of any of such materials or equipment, regardless of the cause. The TCE does not grant Piedmont the right to place, and Piedmont shall not place, any permanent facilities in the TCE Areas.

The TCE shall terminate without any further action by any party upon the earlier of (1) Piedmont's restoration of the TCE Areas pursuant to the restoration requirements described in the Damages section below and 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, or (2) 24 months after Piedmont's commencement of the activities for which this Temporary Construction Easement Agreement is given. Prior to the termination of the TCE, Piedmont shall remove all equipment, vehicles, materials, fill, gravel, components, parts, and tools from the TCE Areas.

Grantor and Piedmont agree that Piedmont may, at Piedmont's sole discretion, upon written notice prior to the expiration of the TCE, extend the duration of the TCE on a month-to-month basis for \$500.00 per month with respect to each such easement for a maximum of an additional twelve (12) consecutive month period.

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

**Piedmont's Use.** Piedmont shall have the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), and any obstructions (collectively, "**Obstructions**") that unreasonably interfere with the rights granted herein.

**Grantor's Reservation of Rights.** Grantor reserves the right to use the Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein including, without limitation, the rights of ingress and egress over the Easement Areas. Grantor shall not: (1) unreasonably interfere with Piedmont's access to or maintenance or use of the Easement Areas; or (2) install or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Piedmont, such approval not to be unreasonably withheld, conditioned, or delayed.

**Damages.** Piedmont shall, at its sole cost and expense, repair and restore the Property to the condition existing immediately prior to Piedmont's use of the Easement Areas except to the extent such repairs are for damages caused by Grantor. Such restoration shall include restoring, leveling the surface of, and reseeding the Easement Areas.

**Required Notices.** Piedmont shall give Grantor prompt notice of any of the following occurrences arising with regard to (i) the Property, and (ii) that certain 50' Easement, which is the subject to the Consent Order recorded in Book 2815, Page 761, Cumberland County Registry, as assigned pursuant to the instrument recorded in Book 3980, Page 793, Cumberland County Registry, or Grantee's activities thereon: (1) any spill, release, or other occurrence that constitutes a violation of the provisions of any applicable laws, rules, or regulations; and (2) any notices, claims, or allegations of environmental violations or contamination received from any federal, state, or local governmental agency or authority, or the filing or commencement of any judicial or administrative proceeding by any such agency.

**No Waiver or Additional Representations.** The failure by Piedmont or Grantor to exercise and/or enforce any of the rights or privileges herein described shall not be construed as a waiver or abandonment of any such rights and privileges, and each party thereafter may exercise and/or enforce, at any time and from time to time, any or all of them.

**Indemnification.** Piedmont shall indemnify and hold Grantor, its Commissioners, officers, employees, agents, representatives, successors, and assigns harmless of and from any claims, losses, causes of action, liabilities, damages, and expenses (including reasonable attorney's fees) to the extent caused by the willful misconduct or negligent act or omission of Piedmont, or its agents, employees, licensees, or invitees relating to the use of the Easements contained herein (including, without limitation, the storage of materials and equipment within the TCE Areas); provided, however, that Piedmont shall not be obligated to indemnify Grantor except to the extent such claims, losses, causes of action, and damages are caused by the negligent act or omission, or willful misconduct, of Grantor, its Commissioners, officers, employees, agents, representatives, successors, or assigns.

**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, subject, however, to all easements, covenants, and rights-of-way of record over or across the Easement Areas or any portion thereof.

To have and to hold said rights, privileges, and Easements unto Piedmont, its successors and assigns. The Easements shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Easement Agreement has been executed by Grantor, as of the date first above written.

**GRANTOR:**

**CITY OF FAYETTEVILLE, a municipal corporation of the State of North Carolina, by and through Fayetteville Public Works Commission, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville**

By: \_\_\_\_\_

Name: Timothy L. Bryant

Title: CEO/General Manager

NORTH CAROLINA  
CUMBERLAND COUNTY

I, \_\_\_\_\_, a Notary Public for Cumberland County, North Carolina, certify that Timothy L. Bryant personally came before me this day and acknowledged that he is CEO/General Manager of the Fayetteville Public Works Commission and that he, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of Fayetteville Public Works Commission.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

[NOTARY SEAL]

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, this Easement Agreement has been executed by Piedmont, as of the date first above written.

**PIEDMONT:**

**PIEDMONT NATURAL GAS COMPANY,  
INC.,** a North Carolina corporation

By: \_\_\_\_\_

Name: Jennifer Ingram

Title: Manager - Land Services

NORTH CAROLINA

COUNTY

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, certify that Jennifer Ingram personally came before me this day and acknowledged that she is Manager - Land Services of Piedmont Natural Gas Company, Inc., a North Carolina corporation, and that she, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of Piedmont Natural Gas Company, Inc.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

[NOTARY SEAL]

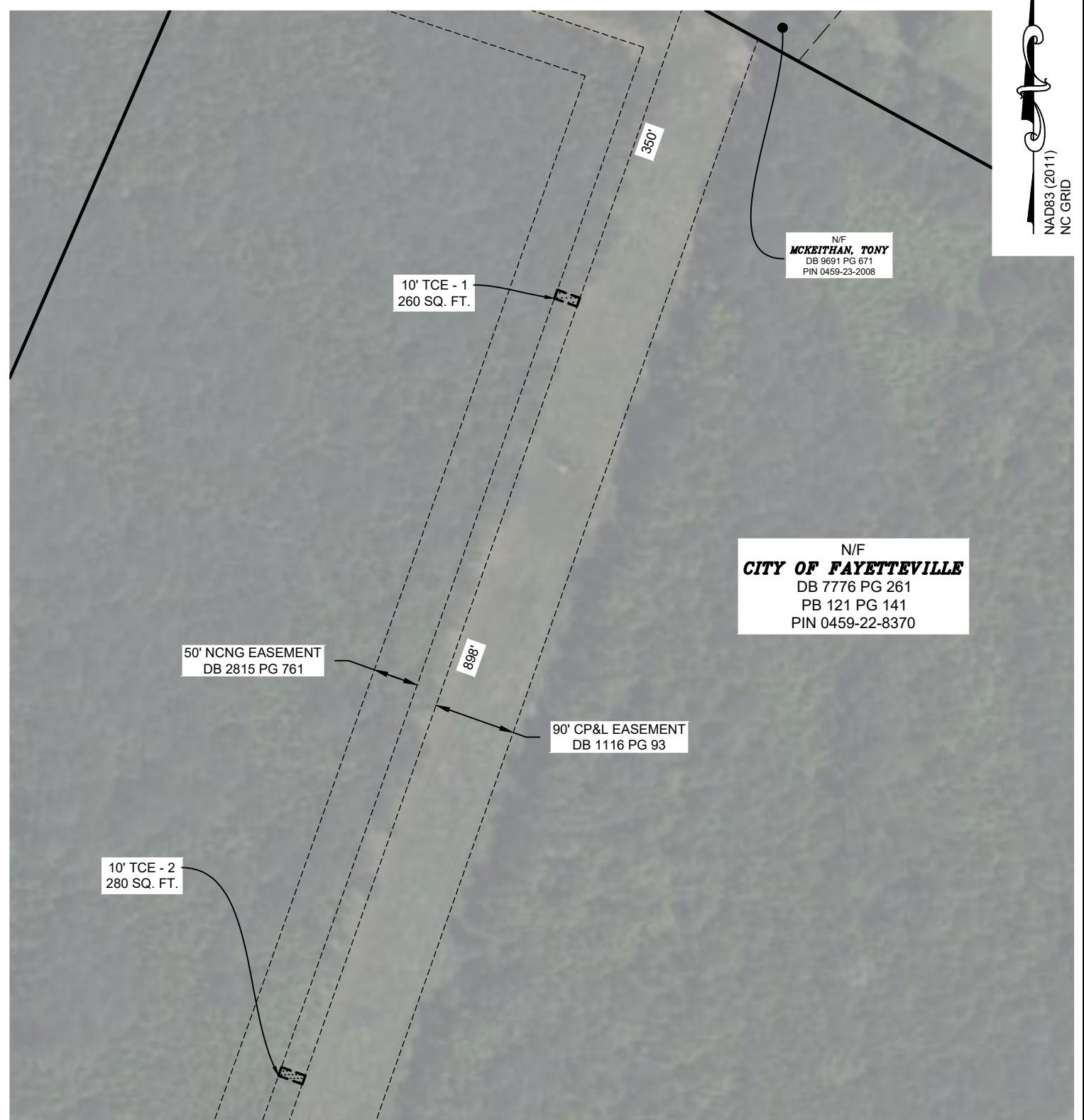
\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

My commission expires: \_\_\_\_\_

AREA TABLE			
EASEMENT TYPE	ACRES	SQ. FT.	
TCE - 1	0.006	260	
TCE - 2	0.006	280	
TCE TOTAL	0.012	540	

# EXHIBIT A



## NOTES

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.
2. 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.
3. GAS LINE(S) AND OTHER UTILITIES ARE NOT SHOWN AND SHOULD BE LOCATED PRIOR TO DESIGN, CONSTRUCTION, AND EXCAVATION ACTIVITIES.
4. PROPERTY LINES, RIGHT OF WAY, AND IMPROVEMENTS SHOWN WERE ESTABLISHED BY USING GIS DATA, DEEDS, DEVELOPMENT PLANS, AND AERIAL OBSERVATIONS. THE SUBJECT PROPERTY MAY HAVE ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON.
5. AREA BY COORDINATE COMPUTATION METHOD.
6. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
7. THE OUTER LIMITS OF THE EASEMENT(S) EXTEND OR SHORTEN TO THE RESPECTIVE TRACT LINES.

ELI PROJECT #: 23-31-3001

LEGEND

SUBJECT PARCEL  
SUBJECT EASEMENT  
ADJACENT PARCEL  
EXISTING EASEMENT  
N/F NOW OR FORMERLY



PIEDMONT NATURAL GAS COMPANY, INC  
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF  
*CITY OF FAYETTEVILLE*

0 CUSTER AVE., EAST OVER TOWNSHIP  
CUMBERLAND COUNTY, NORTH CAROLINA

ENGINEERS · SURVEYOR

DATE OF MAP: 07/03/2025

SCALE: 1" = 200'

DATA 17.07.2011 00073415

DRAWN BY: TJM  
CHECKED BY: GCG

DEED: 7776-261  
PROPERTY ID #: 115000

TRACT #: L5S2-CLIMB-290 000

115002 BW 15S2-C1UMB-290 000 TCE B0 PRELIM



PIEDMONT NATURAL GAS  
SUBSIDIARY OF DUKE ENERGY

525 S. TRYON STREET  
CHARLOTTE, N.C. 28202

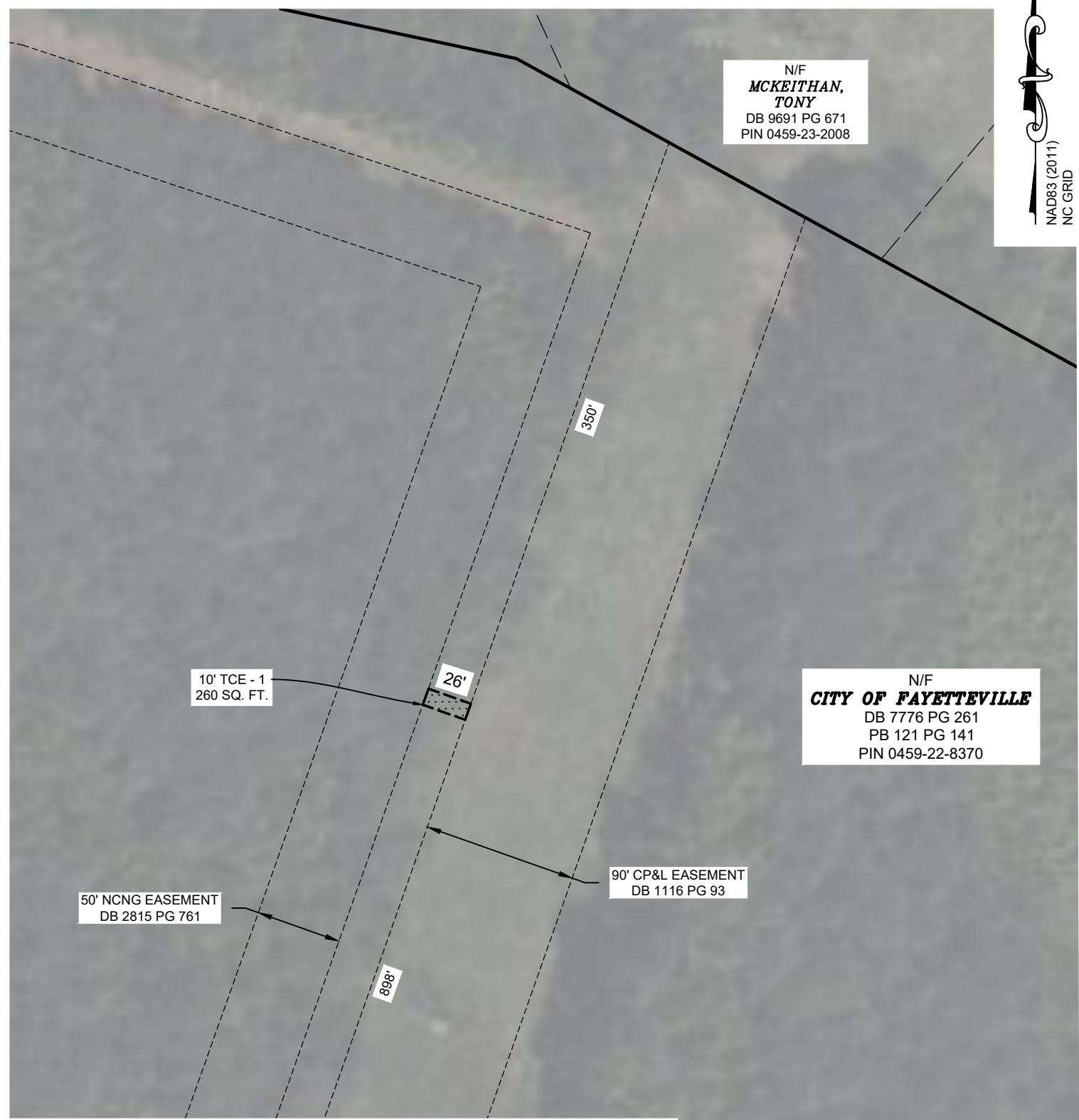
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GRAPHIC SCALE (IN FEET)  
80 0 80  
1 inch = 80 ft.

NAD83 (2011)  
NC GRID



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	SUBJECT PARCEL
	SUBJECT EASEMENT
	ADJACENT PARCEL
	EXISTING EASEMENT
N/F	NOW OR FORMERLY



500 GREGSON DRIVE, SUITE 180 - CARY, NC 27511  
919-234-1674 - WWW.ELI-LLC.COM - LICENSE # P4289  
ENGINEERS - SURVEYORS - INFRASTRUCTURE - ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC  
EASEMENT EXHIBITEASEMENT ACROSS THE LAND OF  
CITY OF FAYETTEVILLE

0 CUSTER AVE., EASTOVER TOWNSHIP  
CUMBERLAND COUNTY, NORTH CAROLINA

## REVISIONS:

DATE OF MAP: 07/03/2025

SCALE: 1" = 80'

DRAWN BY: TJM

DEED: 7776-261

CHECK BY: GCC

PROPERTY ID #: 115002

DUKE PROJ.#: 0235312

TRACT #: L5S2-CUMB-290\_000 115002\_RW\_L5S2-CUMB-290\_000\_TCE\_R0\_PRELIM



**DUKE**  
**ENERGY**®

PIEDMONT NATURAL GAS  
SUBSIDIARY OF DUKE ENERGY  
525 S. TRYON STREET  
CHARLOTTE, N.C. 28202

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NAD83 (2011)  
NC GRID

N/F  
**CITY OF FAYETTEVILLE**  
DB 7776 PG 261  
PB 121 PG 141  
PIN 0459-22-8370

10' TCE - 2  
280 SQ. FT.

898'

90' CP&L EASEMENT  
DB 1116 PG 93

50' NCNG EASEMENT  
DB 2815 PG 761

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ADJACENT PARCEL
EXISTING EASEMENT
N/F NOW OR FORMERLY



**Energy Land & Infrastructure**  
500 GREGSON DRIVE, SUITE 180 - CARY, NC 27511  
919-234-1674 - WWW.ELI-LLC.COM - LICENSE # P4289  
ENGINEERS - SURVEYORS - INFRASTRUCTURE - ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC  
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**DUKE ENERGY.**  
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