

## **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-  
132\_A01  
PROJECT NO. 0235312  
PARCEL ID #: 0433-26-7737

THIS “**EASEMENT AGREEMENT**” is made and granted as of this \_\_\_\_ day of January, 2026, 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 4317, Page 656 of the Cumberland County Registry (the “**Property**”).

NOW, THEREFORE, Grantor for and in consideration of the sum of Two Thousand Eighty-Two Dollars and Forty-Two Cents (\$2,082.42) 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 survey attached hereto as **Exhibit A** and incorporated herein by reference (the “**Survey**”), as more specifically provided herein.

For purposes of this EASEMENT AGREEMENT, the term “**Easements**” shall refer collectively to all easements granted hereby, and the term “**Easement Areas**” shall refer collectively to all the easement areas described herein and as depicted on the Survey.

**Temporary Construction Easement (“TCE”).** A non-exclusive, temporary construction easement over and upon the area designated as “TCE” on **Exhibit A** (the “**TCE Area**”) for the purposes of performing construction activities relating to a natural gas pipeline (“**Pipeline**”) and appurtenant facilities and laying, storing, and parking, equipment, vehicles, materials, fill, gravel, components, parts, and tools associated with the construction of the Pipeline and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. 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 Area.

The TCE shall terminate without any further action by any party upon the earlier of (1) Piedmont’s restoration of the TCE Area 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 the date of this Easement Agreement. Prior to the termination of the TCE, Piedmont shall remove all equipment, vehicles, materials, fill, gravel, components, parts, and tools from the TCE Area.

**Temporary Access Easement.** A temporary access easement upon, over, and across that portion of the Property designated as “30’ Temporary Access” **Exhibit A** (the “**Temporary Access Area**”) for the purposes of ingress, egress, and regress. Piedmont shall have the right, but not the obligation, to construct roads or driveways within the Temporary Access Area (including, without limitation, grading, graveling, and installing culverts) where no roads or driveways currently exist.

The Temporary Access Easement shall terminate without any further action by any party upon the earlier of (1) Piedmont’s restoration of the Temporary Access Area 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 the date of this Easement Agreement.

Grantor and Piedmont agree that Piedmont may, at Piedmont’s sole discretion, upon written notice prior to the expiration of the TCE or Temporary Access Easement, as applicable, extend the duration of the TCE or Temporary Access Easement 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.

**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 the Property 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 Area); provided, however, that Piedmont shall not be obligated to indemnify Grantor 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 the \_\_\_\_\_ day of January, 2026.

[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 the \_\_\_\_\_ day of January, 2026.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

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

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TEMPORARY ACCESS	0.535	23,298
TCE	0.030	1,297

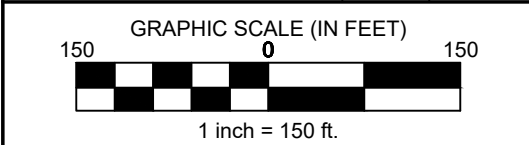
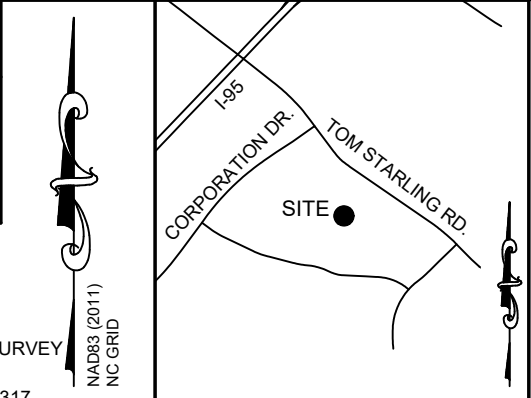


EXHIBIT A

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, DAVID M. SHEEHAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 4317, PAGE 646); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 4317, PAGE 646; 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.

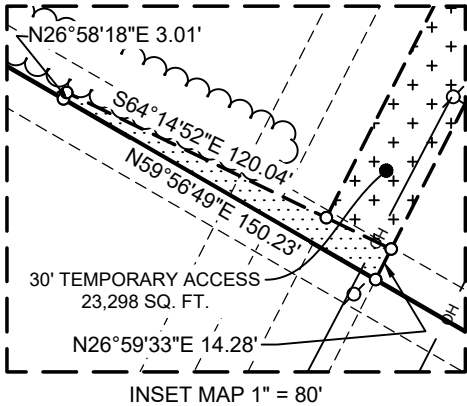
THIS 28TH DAY OF APRIL 2025

David M. Sheehan

DAVID M. SHEEHAN, PLS L-5300

NOTES

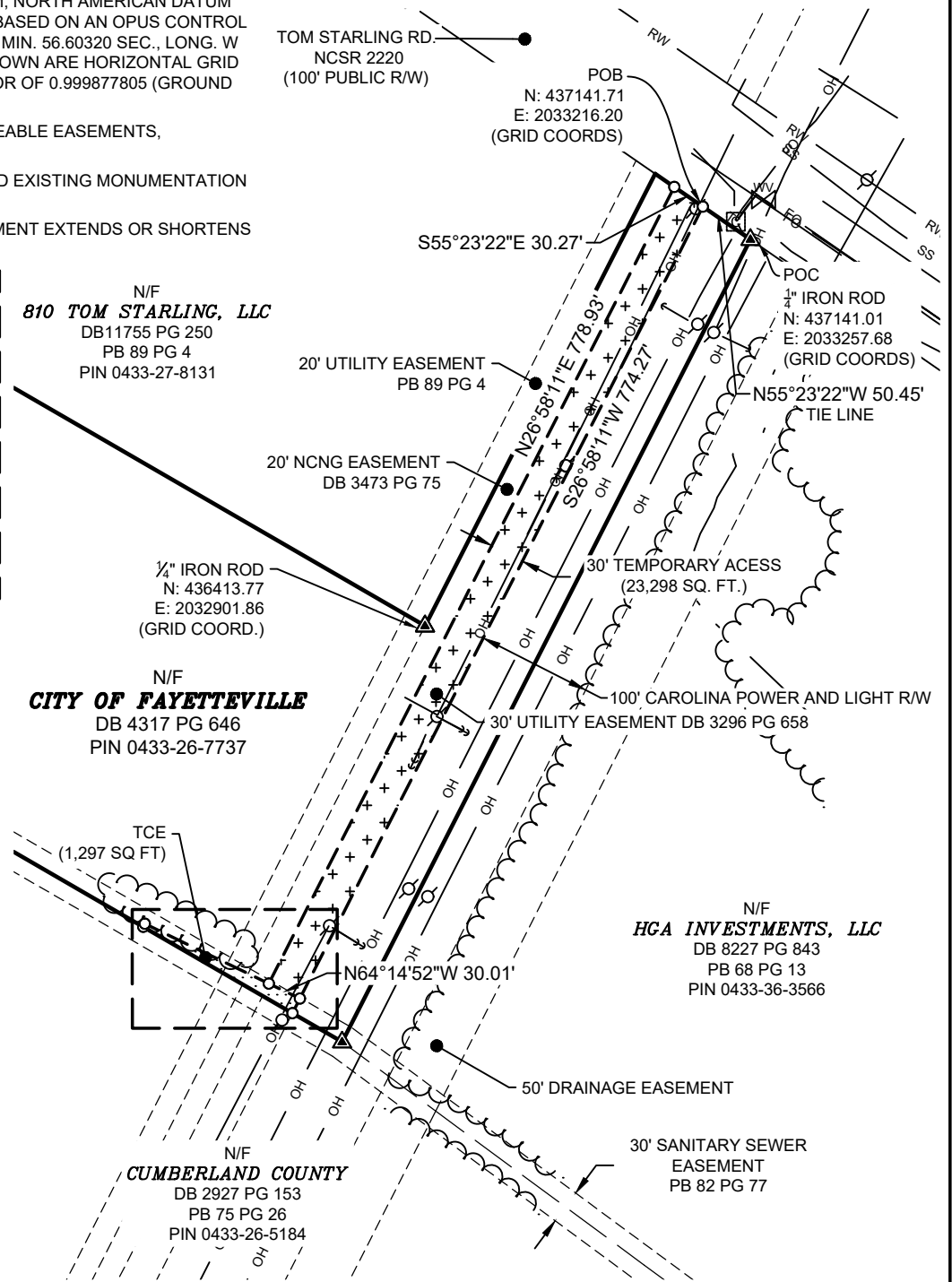
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY / PIEDMONT NATURAL GAS.
- AREA BY COORDINATE COMPUTATION METHOD.
- GRID COORDINATES AND BEARINGS SHOWN ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), REALIZATION 2011, EPOCH 2010 BASED ON AN OPUS CONTROL POINT FOR THE PROJECT AT LAT. N 34 DEG. 57 MIN. 56.60320 SEC., LONG. W 078 DEG. 50 MIN. 55.34117 SEC. DISTANCES SHOWN ARE HORIZONTAL GRID IN U.S. SURVEY FEET WITH A COMBINED FACTOR OF 0.999877805 (GROUND TO GRID).
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.



LEGEND

- IRON ROD FOUND
- UTILITY POLE
- GUY WIRE
- CABLE PULL BOX
- WATER VALVE
- SUBJECT PARCEL
- SUBJECT EASEMENT
- ADJACENT PARCEL
- RW RIGHT OF WAY
- EXISTING EASEMENT
- TREELINE
- DITCH
- OH OVERHEAD UTILITY
- SS STORM SEWER
- FO FIBER OPTIC

POB POINT OF BEGINNING  
POC POINT OF COMENCEMENT  
R/W RIGHT OF WAY  
N/F NOW OR FORMERLY  
NCSR NORTH CAROLINA SECONDARY ROAD



ELI PROJECT #: 23-31-3001

500 GREGORY DRIVE, SUITE 180 - CARY, NC 27511  
919-234-1874 - WWW.ELI.ORG - LICENSE # P-1289  
ENGINEERS - SURVEYORS - INFRASTRUCTURE - ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC  
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF  
CITY OF FAYETTEVILLE

814 TOM STARLING RD., ROCKFISH TOWNSHIP  
CUMBERLAND COUNTY, NORTH CAROLINA

REVISIONS: R1 4/28/25 DATA

DATE OF SURVEY: 12/12/2023  
DRAWN BY: TJM  
CHECK BY: GCC

SCALE: 1" = 150'  
DEED: 4317-646  
PROPERTY ID #: 115002

PIEDMONT NATURAL GAS  
SUBSIDIARY OF DUKE ENERGY  
525 S. TRYON STREET  
CHARLOTTE, N.C. 28202  
TELEPHONE NO.  
800-641-7762

1 OF 1