

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

L5S2-CUMB-289_000
PIN: 0459-00-8872
Project No.: 0235312

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of January, 2026, by and between **CITY OF FAYETTEVILLE**, a municipal corporation, by and through **FAYETTEVILLE PUBLIC WORKS COMMISSION**, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville, a North Carolina public authority, having a mailing address of 955 Old Wilmington Rd, Fayetteville, North Carolina 28301 (“**Licensor**”), and **PIEDMONT NATURAL GAS COMPANY, INC**, a North Carolina corporation, with a mailing address of 525 South Tryon Street, DEC 09B, Charlotte, North Carolina 28202 (“**Licensee**”).

RECITALS

WHEREAS, Licensor is the owner of that certain real property located in Cumberland County, North Carolina, as more particularly described in the instruments recorded in the Office of the Register of Deeds for Cumberland County in Book 2495, Page 785; Book 3679, Page 243; Book 3679, Page 247; and Plat Book 86, Page 24 (collectively, the “**Licensor’s Property**”), and

WHEREAS, Licensee desires to acquire a revocable, non-exclusive license for use of a portion of Licensor’s Property as more particularly shown as “**LICENSE AREA 17,800 SQ. FT**” on a plat of survey attached hereto as **Exhibit A** and incorporated herein by reference (the “**License Area**”), subject to the terms and conditions set forth herein, and

WHEREAS, Licensor is willing to grant to Licensee the desired revocable, non-exclusive license for such occupancy and utilization, subject to the terms and conditions as stipulated below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, subject to the terms of this Agreement, a limited, revocable, nonexclusive license to use the License Area for installing and maintaining a utility station and appurtenant facilities to be used in connection with the transportation and/or control of natural gas (the “**Improvements**”).

Licensee shall access the License Area only via the road specifically designated for such purpose by Licensor from time to time, (the “**Designated Road**”). Use of any other portion of the Licensor’s Property is strictly prohibited without the prior written consent of Licensor.

The term of the Agreement shall be for a period of ten (10) years from the date hereof (the “**Term**”) unless sooner terminated or extended as provided hereinafter; provided, however, that upon the expiration of the initial ten (10) year Term of this Agreement, and each subsequent renewal term, this Agreement shall be automatically renewed for a period of one (1) year. The license rights granted herein may be terminated by Licensor or Licensee upon one hundred eighty (180) days’ written notice to the other party. Upon termination of this Agreement, Licensee shall immediately cease use of the License Area and Licensor’s Property.

2. License Fee. During the Term of this Agreement and any renewal thereof, the Licensee shall pay to Licensor the sum of Ten and No/100 Dollars (\$10.00) per year in advance.

3. Licensor Reservation. Licensor reserves for itself, its successors, and assigns, the right to use the License Area, in whole or in part, from time to time for any purposes that are not inconsistent with the rights granted to Licensee in this Agreement, and such concurrent uses shall not be deemed or construed as a violation of Licensee’s rights or Licensor’s obligations under this Agreement. Licensor may make use of the License Area without any responsibility for any loss or damage sustained or claimed by Licensee.

4. Release. Licensee, on behalf of itself and its invitees who use the License Area from time to time, hereby releases Licensor and Licensor’s employees, officers, directors, agents, successors, and assigns from any liability associated with the use of the License Area by Licensee and Licensee’s contractors and invitees.

5. Miscellaneous.

5.1 It is expressly stipulated by Licensor and Licensee that this Agreement is a revocable license for permissive use only. Licensee agrees that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Area or Licensor's Property, by virtue of this Agreement or Licensee's occupancy or use hereunder, and Licensor conveys no interest in the License Area or Licensor's Property to Licensee by this Agreement.

5.2 It is expressly stipulated by Licensor and Licensee that the privileges provided herein create no perpetual rights but determinable privileges depending solely on the conditions in this Agreement and at no time shall this Agreement be construed as a license coupled with an interest.

5.3 Licensee shall indemnify and hold Licensor, 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 Licensee, or its agents, employees, licensees, or invitees relating to the use of the License Area contained herein; provided, however, that Licensee shall not be obligated to indemnify Licensor to the extent such claims, losses, causes of action, and damages are caused by the negligent act or omission, or willful misconduct, of Licensor, its Commissioners, officers, employees, agents, representatives, successors, or assigns.

5.4 Licensee and its successors and assigns shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this Agreement, or any rights granted herein, to any parent or wholly owned subsidiary of Licensee for the uses and purposes expressly stated herein.

5.5 The failure of any party to this Agreement in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.

6. This Agreement shall be governed by the laws of the State of North Carolina without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first set forth above.

LICENSEE:

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

By: _____
Jennifer Ingram
Manager - Land Services

LICENSOR:

**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: _____
Timothy L. Bryant
CEO/General Manager

