

UTILITY EASEMENT

PREPARED BY: Jane Foy Painter, Mullen Holland & Cooper P.A., Attorneys at Law
RETURN TO: Dominion Energy North Carolina
(Attn: Michael Davidson, Engineering Department)
2020 Energy Drive
Apex, North Carolina 27502

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

Project No. 0073170

Know all men by these presents that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid to **Town of Chapel Hill**, a North Carolina municipal corporation, (hereinafter designated "Grantor"), **the receipt and sufficiency of which is hereby acknowledged, including without limitation related to Grantee's expenditures with regard to the installation and ongoing maintenance in all aspects of the gas pipeline equipment (as more particularly defined herein), which will promote economic development in the general vicinity thereof, protecting critical business operations and minimizing impacts to access and surrounding businesses during maintenance and service of the utility easement**, the Grantor hereby bargains, sells, and conveys unto **Public Service Company of North Carolina, Incorporated**, a South Carolina corporation, dba Dominion Energy North Carolina (hereinafter designated "Grantee"), and its successors and assigns, a perpetual and exclusive, except as otherwise provided herein, ten (10) foot wide utility easement for the purpose of installing, laying, constructing, maintaining, operating, repairing, altering, replacing, and removing gas pipeline equipment for the transportation and control of natural gas under, upon, over, through and across lands of Grantor, or in which Grantor has interest situate in Orange County, North Carolina as described in that deed recorded in Book 1269 at Page 442 in the Orange County Registry, together with the rights of ingress and egress over and across the easement and the remaining lands of the Grantor for the purpose of obtaining access to and from the easement. The easement shall be generally located as shown on Exhibit "A" drawing attached hereto and incorporated herein by reference and located as close to the existing building as is reasonably possible in Grantee's sole discretion. The centerline of the pipeline as installed and/or constructed shall be the centerline of such right of way and easement hereby granted.

The Grantee shall have the right to assign this easement in whole or part at any time.

The Grantee shall have the right to remove all trees, undergrowth, and other obstructions which may be located within the easement that may injure, endanger, or interfere with the construction, operation, maintenance, and repair of said utility pipeline.

The Grantor, for itself, its successors and assigns, agrees to do nothing inconsistent with the rights of the Grantee hereunder, specifically including, but not limited to the following: 1) no structure nor obstruction of a temporary or permanent nature (including, but not limited to, fences and/or walls) shall be constructed or allowed to remain upon the easement herein granted; 2) nothing shall be done which would increase or decrease the depth of the pipeline below the surface of the ground; 3) roads, streets and/or public utility crossings may be built or erected by the Grantor or authorized agents over or upon the easement, subject to the above restrictions and so long as a minimum of a two (2) foot horizontal and a one (1) foot vertical separation is maintained from Grantee's facilities by such public or private facilities.

To have and to hold said utility easement unto the Grantee, its successors, and assigns, in title forever and the undersigned hereby binds itself, its successors, and assigns to warrant and forever defend all and singular said premises

unto the Grantee, its successors, and assigns, against the claims of all persons whomsoever.

It is understood and acknowledged by the undersigned that the person securing this grant is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on the Grantee.

IN WITNESS WHEREOF this instrument is signed and sealed this _____ day of _____ 2022.

GRANTOR:

Town of Chapel Hill, a North Carolina municipal corporation

By: _____
(Deputy) Town Manager

ATTEST:

Sabrina Oliver, Clerk

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that Sabina Oliver (the "Signatory"), personally appeared before me this day and acknowledged that she is the Clerk of the Town of Chapel Hill, a North Carolina municipal corporation and that by authority given and as the act of the Town of Fuquay-Varina, the foregoing document was signed in its name by Maurice Jones its Town Manager, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

Notary Public

Print Name: _____
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____
☞ [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

(Official Seal)

Exhibit A



E ROSEMARY ST

NCNB ALY

PIN: 9788375557
Bk: 1269
Pg: 442

Proposed Natural Gas Pipeline

Public Service Company of North Carolina,
Incorporated Pipeline Easement - The centerline
of the pipeline as installed shall establish the
centerline of the ten foot easement.

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.



2020 Energy Drive, Apex, NC 27502

**PROPOSED UTILITY EASEMENT
E ROSEMARY ST, CHAPEL HILL, NC**

Author:

Michael Davidson

Checked By:

Approved By:

Page:

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Project Number

CP Number

Date: 9/21/2022

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