

INDEXED



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WAYNE COUNTY, NC
LOIS J MOORING REGISTER OF DEEDS

BK 3098 PG 684-686

3-26⁰⁰

GRANT OF EASEMENT
TRANSMISSION

Return Recorded Document to:
Sandy Ogint
Administrator Property Records
Piedmont Natural Gas Company, Inc.
4720 Piedmont Row Dr.
Charlotte, NC 28210

STATE OF NORTH CAROLINA
COUNTY OF WAYNE
TAX ID # 3519964073

LINE NUMBER 67
PARCEL NUMBER 5

THIS GRANT OF EASEMENT made this 23 day of June, 2014, from Adamsville Baptist Church, Inc., a North Carolina Non-Profit Corporation, (hereinafter designated as GRANTOR), to PIEDMONT NATURAL GAS COMPANY, INC., (hereinafter designated as GRANTEE).

WITNESSETH

That GRANTOR, for and in consideration of the sum of \$5,275.00, and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a right of way and easement rights for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, removing, and protecting one or more pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in Wayne County, North Carolina, as described in deed(s) recorded in Book 1103 page 845, Wayne County Registry.

The right of way herein granted is 20 feet wide and encompasses 0.086 acres, more or less, as shown on the attached survey dated June 11, 2014 by Energy Land & Infrastructure, PLLC and entitled Easement Across The Lands of Adamsville Baptist Church, Inc. North Berkley Drive Prepared for Piedmont Natural Gas Company.

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of access to and from said right of way over and across the aforesaid land; (2) to keep said right of way cleared of trees, buildings, and other obstructions; and (3) to construct, install, operate, utilize, rebuild, remove, upgrade, protect and maintain pipes, valves, markers, cathodic protection equipment, anode beds and other appurtenant devises in conjunction with said gas facilities.

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the North Carolina Utilities Commission, GRANTEE'S current encroachment specifications, and any federal, state, or local law, rule, or regulation, provided that GRANTOR and GRANTEE agree that: (1) notwithstanding anything to the contrary herein, GRANTOR shall give written notification to GRANTEE and GRANTOR shall obtain written approval from GRANTEE prior to any activity as defined in items (2)-(7) of this paragraph; (2) the depth of said gas facilities below the surface of the ground shall not be reduced nor increased by grading or any other work and any slopes allowed within said right of way shall be no greater than a four to one (4:1) ratio; (3) if streets, roads, equipment crossings, fences or utility lines are constructed across said right of way, they shall cross as nearly as possible at right angles to gas line(s) and in no event shall they be constructed laterally along and over the easement; (4) fences shall have minimum twelve (12) foot wide gate(s) (5) Removable pavers shall be installed along the entire length and width of the pipeline easement in paved parking areas; (6) improvements shall not adversely affect, in GRANTEE'S sole discretion, the access to, safety, construction, reconstruction, operation, or maintenance of GRANTEE'S facilities and GRANTEE shall not be liable for damages to said future improvements installed within said right of way; (7) landscaping on the right of way shall be limited to lawn grasses and shrubs which have a maximum mature height of four (4) feet, (8) buildings, storage sheds, mobile homes, wells, septic tanks, and/or related drain fields, absorption pits, detention ponds, irrigation systems (except crossing), sprinkler heads, swimming pools, ponds, lakes, erosion control sediment traps, underground vaults, burial grounds, explosives or flammable materials, fires of any type, fire hydrants, catch basins, air strips, electrical transformers or enclosures, utility poles, dumpsters, trash, uprooted stumps, boulders, rubble, building materials, junk or inoperable vehicles, satellite signal receiver systems, or other obstructions are prohibited within said right of way; (9) GRANTOR shall not: (a) interfere with GRANTEE'S access or maintenance to its facilities, or (b) endanger the safety of GRANTOR, GRANTEE, or the general public; (10) GRANTEE reserves the right to construct future pipelines within said right of way and GRANTOR shall not interfere with or object to the construction of said future pipelines; and (11) all facilities installed by GRANTEE shall be and remain the property of GRANTEE and may be removed by it at any time and from time to time.

GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this Grant of Easement and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the construction, installation, operation, utilization, inspection, rebuilding, removal, and maintenance of said facilities, and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained.

GRANTEE may make such changes, additions, alterations, upgrades, substitutions, repairs, replacements and improvements in and to its lines, facilities, structures and equipment, from time to time, as GRANTEE deems necessary, advisable or expedient.

The failure of the GRANTEE to exercise and/or enforce any of the rights, privileges and easements herein described shall not be construed as a waiver or abandonment of such rights, privileges and easements, and the GRANTEE thereafter may exercise and/or enforce, at any time and from time to time, any or all of them.

GRANTOR and GRANTEE agree that the rights, privileges and easements granted by this Grant of Easement touch and concern GRANTOR's land, and are of a commercial nature, and consequently are freely transferable and assignable by GRANTEE, at any time and in its sole discretion.

To have and to hold said right of way and easement rights unto GRANTEE, its affiliates, successors, and assigns, perpetually and continuously. GRANTOR expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this Grant of Easement or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

GRANTOR hereby bind(s) GRANTOR and GRANTOR'S heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, this Grant of Easement has been signed and sealed by GRANTOR, as of the date first above written.

GRANTOR:

Adamsville Baptist Church, Inc.
A North Carolina Non-Profit Corporation

By: David E. Price (Seal)
DAVID E PRICE Print

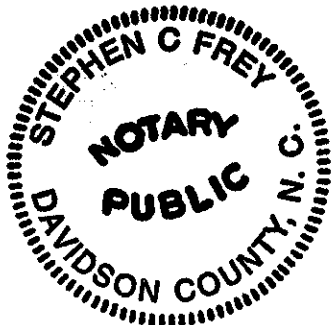
Title: Trustee - Chairman

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

I, Stephen C. Frey, a Notary Public of Davidson County, North Carolina, do hereby certify that David E. Price, Trustee Chairman for Adamsville Baptist Church, Inc., a North Carolina Non-Profit Corporation, GRANTOR, personally appeared before me this day and acknowledged the due execution of the foregoing GRANT OF EASEMENT on behalf of the limited liability company.

Witness my hand and seal this 23 day of June, 2014.

Notary Seal



Stephen C. Frey Sign
Notary Public

Stephen C. Frey Print

My Commission Expires: 6/20/17

