

NORTH CAROLINA

AGREEMENT FOR EASEMENT

FRANKLIN COUNTY

This Agreement for Easement made this 25 day of July, 2025, by Newcomb Family Limited Partnership, hereinafter referred to as Newcomb, and KFG Properties, LLC, hereinafter referred to as KFG.

1. Newcomb is the owner of a tract of approximately 123 acres, on the south side of Old US Highway 64. Red Wells Road goes through the Newcomb property.
2. KFG is the owner of a tract of approximately 32 acres on the east side of Red Wells Road. At its northwest corner, the tract of KFG touches the tract of Newcomb. This intersection of the Newcomb and KFG lines is on the east side of Red Wells Road.
3. KFG desires to get electricity to their 32-acre tract of land with an electric line extending southward from Old US 64 Highway to the KFG property.
4. Newcomb has agreed to sign a Utility Easement to Duke Energy Progress, LLC. Conditions concerning this Easement would be as follows:
 - a. The powerline to be installed will be an underground line.
 - b. The powerline to be installed will be along the eastern right-of-way line of Red Wells Road.
 - c. All expenses incurred in preparing for the underground powerline along the east side of Red Wells Road shall be taken care of by either Duke Energy Progress, LLC, KFG, or a new owner/buyer from KFG. Newcomb shall be responsible for absolutely no expenses concerning the planning or installation of the Easement.
5. As a condition for Newcomb signing the powerline easement to Duke Energy Progress, LLC, KFG is to place Restrictive Covenants on its 32-acre tract. These Restrictive Covenants will include the following:
 - a. There shall be no mobile homes, single wide or double wide.
 - b. No junk vehicles, junkyard, junk materials or large inventories will be allowed on the property.
 - c. There shall be no commercial activity viewable from Red Wells Road.
 - d. No professional or long range shooting range of any type will be allowed. Personal firearm use may be done.
 - e. No temporary structure may be used as a residence.

6. It is agreed by Newcomb and KFG that the Restrictive Covenants for the 32-acre parcel shall be on record before or at the same time that Newcomb signs the Utility Easement to Duke Energy Progress, LLC.

IN WITNESS WHEREOF the undersigned have hereunto set their hand and seal the day and year set out above.

Newcomb Family Limited Partnership

KFG Properties, LLC


By: Robert T. Newcomb, III
Managing General Partner

By: Manager

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, a Notary Public, of the county and state aforesaid, certify that _____ personally came before me this day and acknowledged that he is Manager of KFG Properties, LLC, and that by authority duly given, the foregoing instrument was signed by him in the Company name as the act of the Company.

Witness my hand and official stamp or seal, this _____ day of _____, 2025.

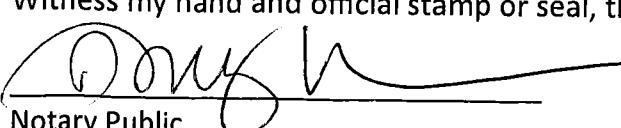
Notary Public

My Commission Expires: _____

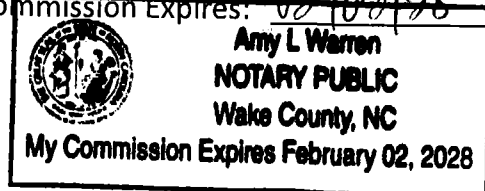
STATE OF NORTH CAROLINA, COUNTY OF Wake

I, a Notary Public, of the county and state aforesaid, do hereby certify that Robert T. Newcomb, III, Managing General Partner of Newcomb Family Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24 day of July, 2025.


Notary Public

My Commission Expires: 02/02/28



6. It is agreed by Newcomb and KFG that the Restrictive Covenants for the 32-acre parcel shall be on record before or at the same time that Newcomb signs the Utility Easement to Duke Energy Progress, LLC.

IN WITNESS WHEREOF the undersigned have hereunto set their hand and seal the day and year set out above.

Newcomb Family Limited Partnership

(SEAL)
By: Robert T. Newcomb, III
Managing General Partner

KFG Properties, LLC

(SEAL)
By: Manager

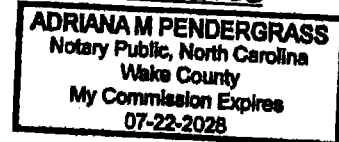
STATE OF NORTH CAROLINA, COUNTY OF Wake

I, a Notary Public, of the county and state aforesaid, certify that Khashayar K. Neshat personally came before me this day and acknowledged that he is Manager of KFG Properties, LLC, and that by authority duly given, the foregoing instrument was signed by him in the Company name as the act of the Company.

Witness my hand and official stamp or seal, this 15th day of July, 2025.

Adriana M. Pendergrass
Notary Public

My Commission Expires: 07-22-2028



STATE OF NORTH CAROLINA, COUNTY OF _____

I, a Notary Public, of the county and state aforesaid, do hereby certify that Robert T. Newcomb, III, Managing General Partner of Newcomb Family Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____