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Fee Amt: \$23.00 Page 1 of 4
Franklin County North Carolina
Linda H. Stone Register of Deeds
BK **1754** PG **651-654**

By: Linda J. Marshall, Deputy

EASEMENT

Prepared By:
Smith, Anderson, Blount, Dorsett,
Mitchell & Jernigan, LLP (MDR)
P.O. Box 2611
Raleigh, NC 27602
(No Opinion on Title)

Line No.	T-30
Parcel No.	43
Project No.	833111
Check No.	
Date of Check	

Return To:
PSNC Energy
Attn: Andrew Moore
P. O. Box 1398
Gastonia, NC 28053

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

Know all men by these presents that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to **JERRY L. EASLEY and wife SUSAN S. EASLEY** ("Grantor"), the receipt of which is hereby acknowledged, the Grantor hereby bargains, sells, and conveys unto **PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED**, a South Carolina corporation d/b/a **PSNC ENERGY** ("Grantee"), and its successors and assigns, a perpetual and exclusive easement for the purpose of installing, laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing an underground pipeline or pipelines (together with appurtenant facilities including, but not limited to, valves, regulators, meters, fittings, appliances, tie-overs, pipeline markers, communications and electrical service, and corrosion control equipment) (the pipeline(s) and appurtenant facilities are collectively referred to herein as "Facilities") for the transportation and control of natural gas, oil, petroleum products, or any other liquids, gases, or substances which can be transported through a pipeline system under, upon, over, through and across lands of Grantor, or in which Grantor has interest, situate in Franklinton Township, Franklin County, North Carolina, as described in that deed recorded in Book 846, Page 433, Franklin County Registry ("Grantor's Land"). The easement granted herein shall be fifty (50) feet wide and located as shown on **Exhibit A** attached hereto and incorporated herein and as described in **Exhibit B** attached hereto and incorporated herein (the "Easement Area"). All Facilities installed by Grantee shall be and remain the property of Grantee and may be removed or replaced by it at any time and from time to time.

There is included in this grant the right of Grantee, at any time and from time to time to install, lay, construct, maintain, inspect, operate, repair, alter, replace, change the size of, and remove additional Facilities within the Easement Area, including one or more additional lines of pipe and appurtenances thereto, without the payment of additional compensation, such rights being included in this Easement and the consideration paid hereunder.

The Grantee shall have all rights necessary and convenient for installation, laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing the Facilities within the Easement Area, including, but not limited to, the rights of ingress and egress over and across the Easement Area and Grantor's Land for the purpose of obtaining access to and from the Easement Area, and, subject to the provisions of this Easement, the right from time to time to cut all trees, shrubs, and undergrowth and to clear other obstructions that may be located within the Easement Area that Grantee determines, in its discretion, may injure, endanger, or interfere with the installation, laying, construction, maintenance, inspection, operation, repair, alteration, replacement, changing the size of, or removal of the Facilities. Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations in exercising the rights granted hereunder.

The Grantee shall have the right to assign this Easement and the rights granted herein in whole or in part at any time and from time to time.

To have and to hold said Easement unto said Grantee, its successors, and assignees, in title forever, and Grantor, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with Grantee that Grantor is lawfully seized of Grantor's Land and the Easement Area in fee and has the right to convey said rights and Easement and that Grantor will forever warrant and forever defend the title to said rights and Easement against the lawful claims of all persons whomsoever. The individuals signing this Easement personally warrant that they have the right and power to enter into this Easement, to grant the rights granted under this Easement, and to undertake the obligations described in this Easement.

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Grantor may make full use and enjoyment of the Easement Area in any manner not inconsistent or materially interfering with Grantee's use of the Easement Area or the rights granted hereunder; provided, however, that Grantor, its heirs, successors, and assigns, shall not construct nor permit to be constructed any house, building, or other structure, temporary or permanent, within the Easement Area (including, but not limited to, wells, tanks, septic systems, and other natural or man-made obstructions of any nature or kind whatsoever), nor plant trees, large shrubs, or orchards within the Easement Area, nor allow to be placed or installed any other obstruction, temporary or permanent, within the Easement Area that Grantee determines, in its discretion, could damage the Facilities or interfere with the operation, maintenance, or repair of the Facilities by Grantee (including, but not limited to, the accumulation of garbage, rubble, disabled vehicles, tires, or debris of any kind), nor impound nor permit to be impounded any water on or over the Easement Area. Grantor may do the following within the Easement Area: (i) plant, cultivate, and harvest crops (excluding plants whose root systems may interfere with the Facilities including, without limitation, timber and orchards), so long as such planting, cultivating, and harvesting is not otherwise inconsistent with the terms of this Easement; (ii) build roads, streets, or above-ground utilities that cross the Easement Area so long as the centerline of such road, street, or above-ground utility crosses the centerline of the Easement Area as close to perpendicular to as reasonably possible, as determined by Grantee; (iii) construct underground utilities that cross the Easement Area, but only upon advance written approval from Grantee as to the type, specifications, construction plans, and exact location of the proposed underground utilities, including clearance distances from the Facilities; (iv) install fences crossing the Easement Area, but only after obtaining advance written approval from Grantee, and such fences must meet specifications of Grantee for type and must provide accessibility to the Easement Area suitable to Grantee. The above provisions notwithstanding, Grantor, for itself, its heirs, successors, and assigns, further agrees not to construct or install any road, street, utilities, or fences, nor change the grade, within the Easement Area in any manner which will reduce or increase the groundcover over the Easement Area, unless approved in writing in advance by Grantee. Grantor shall notify Grantee in writing at least thirty (30) days prior to any construction or maintenance activity within the Easement Area to obtain such approval and to allow Grantee's representative to be present during such activity. Pipeline markers shall not be relocated or removed from the Easement Area.

It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Grantee 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 Grantee.

IN WITNESS WHEREOF this Easement is executed this 6th day of Nov., 2009.

GRANTOR:

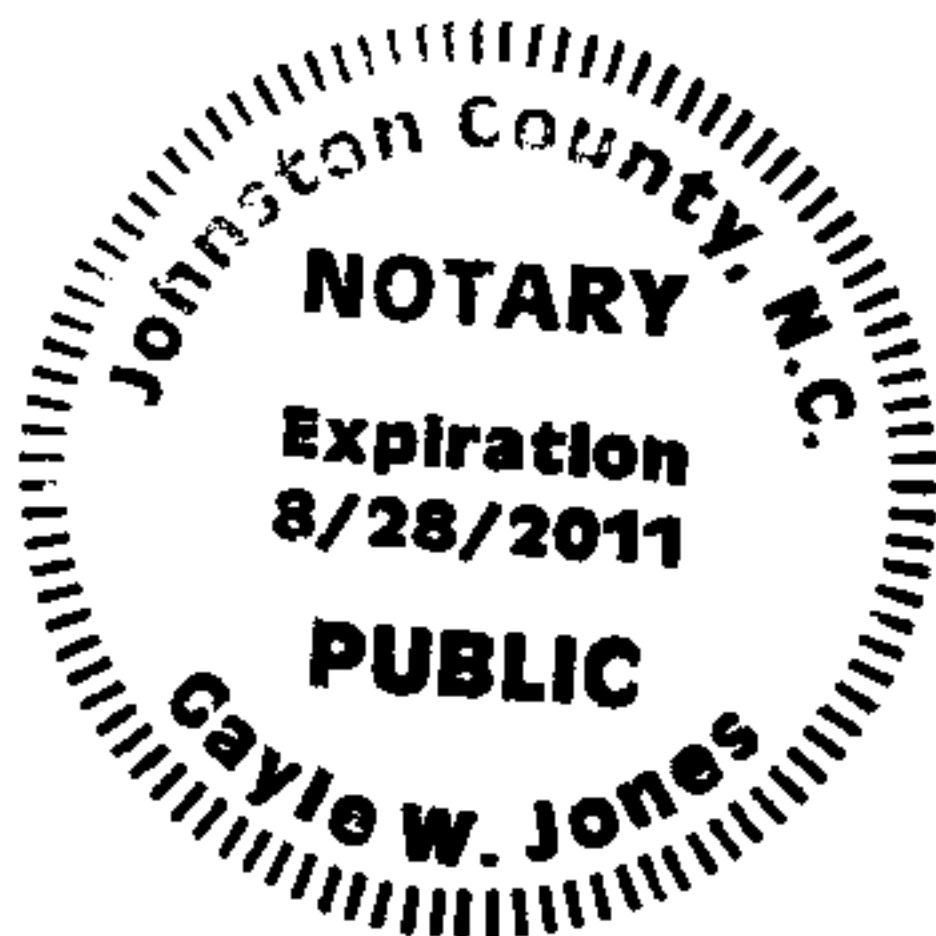
Jerry L. Easley
Jerry L. Easley

Susan S. Easley
Susan S. Easley

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Cayle W. Jones, a Notary Public for Johnston County, North Carolina, do hereby certify that JERRY S. EASLEY and wife SUSAN S. EASLEY personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

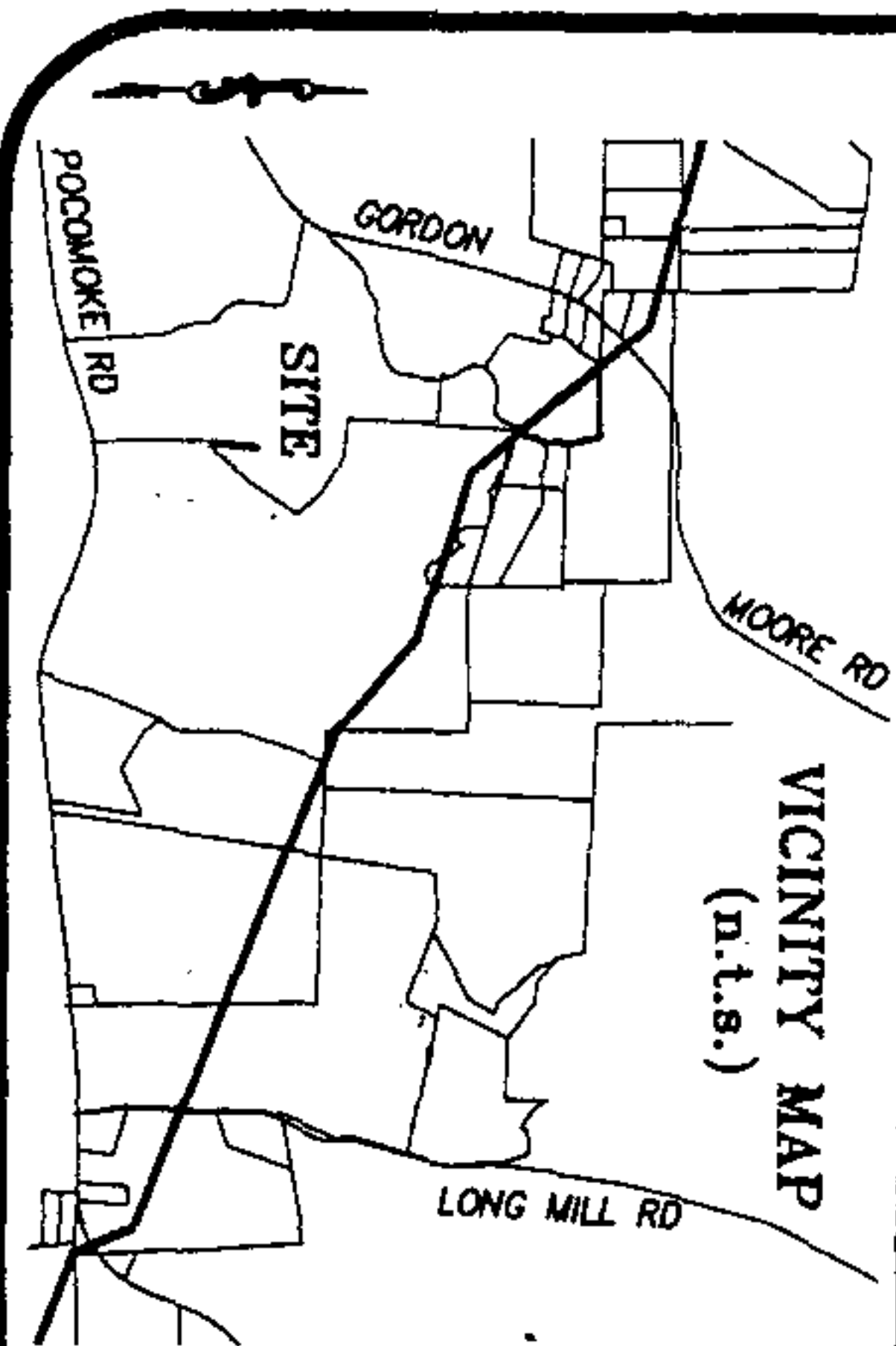
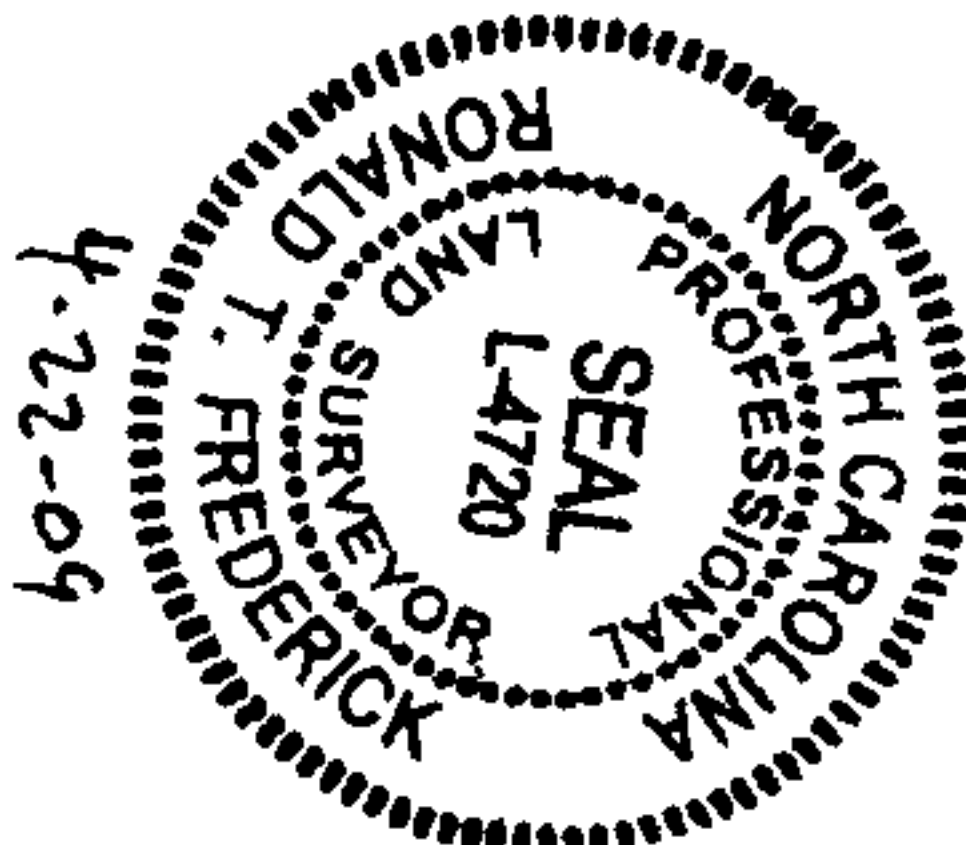
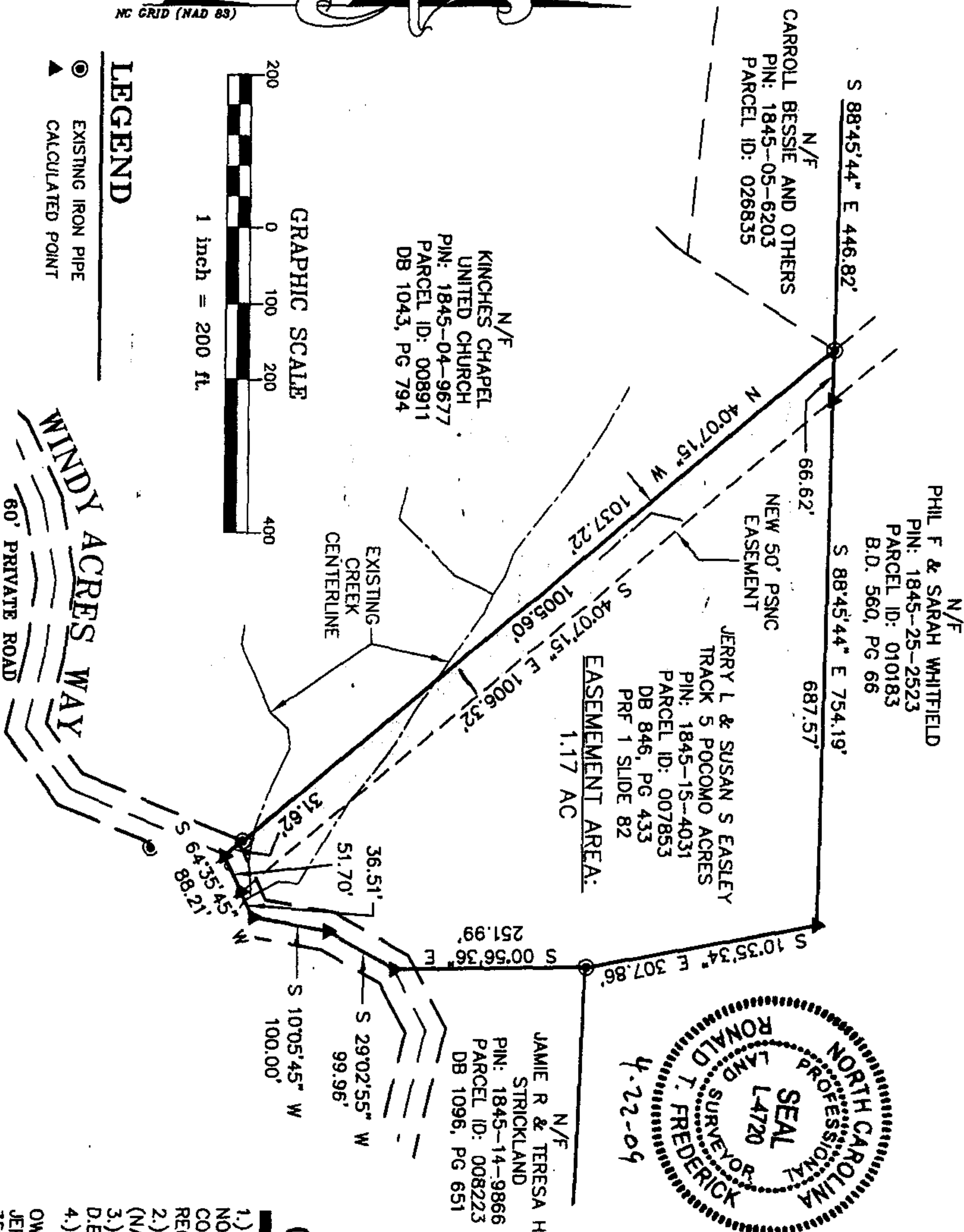
Witness my hand and official seal this the 6th day of November, 2009.



Cayle W. Jones
My commission expires: 8/28/2011

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

EXHIBIT A



THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

I, RONALD T. FREDERICK, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL ROUTE SURVEY, AND THAT THE PROPERTY LINES INTERSECTED BY THIS ROUTE WERE ACTUALLY SURVEYED.

SIGNATURE

GENERAL NOTES

- 1.) THIS EXHIBIT IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- 2.) BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID (NAD 83).
- 3.) REFERENCES: FRANKLIN COUNTY REGISTRY D.B. 846, PG 433; PRF 1 SLIDE 82
- 4.) AREA COMPUTED BY COORDINATE METHOD.

OWNER:
 JERRY L & SUSAN S EASLEY
 351 WINDING ACRES WAY
 FRANKLINTON, NC 27525

REVISION:

PROJECT NO. FCL-08000	PARCEL #43	THE JOHN R. McADAMS COMPANY, INC. ENGINEERS • PLANNERS • SURVEYORS • ENVIRONMENTAL P.O. BOX 14006, RTP, NC 27709 RESEARCH TRIANGLE PARK • CHARLOTTE • WILMINGTON 919-733-6666 • www.johnr-mcadams.com
FILE FCL-08000-SHT	EASEMENT SURVEY FOR PSNC ENERGY OF NEW PSNC ENERGY EASEMENT ON THE PROPERTY OF:	
SCALE: 1"=200'	JERRY L & SUSAN S EASLEY	
03/20/2009	351 WINDING ACRES WAY FRANKLINTON TOWNSHIP, FRANKLIN COUNTY, NORTH CAROLINA	

EXHIBIT B

(Legal Description of Easement Area)

An easement fifty (50) feet in width being located in Franklinton Township, Franklin County, North Carolina, and being more particularly described as follows (all bearings herein are based on the N.C. Grid (NAD 83)):

BEGINNING at an existing iron pipe located in the northern corner of a tract of land owned, now or formerly, by Jerry L. Easley, et ux. (see Book 846, Page 433, Franklin County Registry), said point further being located in the northeast corner of a tract of land owned, now or formerly, by Carroll Bessie, et al. (bearing Franklin County Parcel Identification Number (PIN) 1845-05-6203) and being located in the southern property line of a tract of land owned, now or formerly, by Phil F. & Sarah Whitfield (see Book 560, Page 66, Franklin County Registry); thence along and with the southern property line of said Whitfield tract and the northern property line of said Easley tract South $88^{\circ} 45' 44''$ East 66.62 feet to a point; thence South $40^{\circ} 07' 15''$ East 1,006.32 feet to a point in the centerline of Windy Acres Way (60' Private Road), said point further being in the southeastern property line of said Easley tract; thence along and with the centerline of Windy Acres Way (60' Private Road) South $64^{\circ} 35' 45''$ West 51.70 feet to a point, being the southern corner of said Easley tract and an eastern corner of a tract of land owned, now or formerly, by Kinches Chapel United Church (see Book 1043, Page 794, Franklin County Registry); thence along and with the southwest property line of said Easley tract and the northeast property line of said Kinches Chapel tract North $40^{\circ} 07' 15''$ West 31.62 feet to an existing iron pipe located in the westerly right of way line of Windy Acres Way (60' Private Road); thence continuing along and with said common property line North $40^{\circ} 07' 15''$ West 1,037.22 feet to the **POINT OF BEGINNING**, containing 1.17 acres, more or less, and being shown as "New 50' PSNC Easement" on a survey entitled "Parcel #43 EASEMENT SURVEY FOR PSNC ENERGY OF NEW PSNC ENERGY EASEMENT ON THE PROPERTY OF: JERRY L & SUSAN S EASLEY" prepared by The John R. McAdams Company, Inc., and dated 03/02/2009.