EASEMENT

Prepared By:
Enbridge Gas North Carolina
Return To:
Enbridge Gas North Carolina
Attn: Warren Dumford
800-A Gaston Rd., Bldg A
Gastonia, NC 28056

Line No.
Parcel No. 9663125680
R/W No.
Project No. P76677

STATE OF NORTH CAROLINA
COUNTY OF Henderson

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 ., **TOWN OF FLETCHER, a N. C. Municipality** ("**Grantor**," whether one or more), the receipt of which is hereby acknowledged, Grantor hereby conveys unto **PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, a South Carolina corporation d/b/a ENBRIDGE GAS NORTH CAROLINA** ("**Grantee**" or "**EGNC**"), and its successors and assigns, certain easement(s) and right(s) of way under, upon, over, through, and across the property situated in the County of Henderson, North Carolina, as more particularly described in the instrument recorded in Book 1425, Page 137, Henderson County Registry (the "**Grantor's Land**"), and as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**").

Permanent Easement. A perpetual easement generally 30 feet wide for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting one or more pipelines (which pipelines shall be underground) and appurtenant facilities (including, without limitation, valves, markers, cathodic protection equipment, and anode beds) for the transportation of natural gas under, upon, over, through, and across that portion of Grantor's Land designated "Permanent Easement" on the Survey (the "**Permanent Easement Area**").

For purposes of this Easement, the term "**Easements**" shall refer collectively to all easements described herein and as depicted on the Survey, and the term "**Easement Areas**" shall refer collectively to all the easement areas described herein and as depicted on the Survey.

EGNC's Use. EGNC shall have all rights necessary and convenient for exercising the rights granted herein, including, but not limited to: (1) reasonable access across Grantor's Land to and from the Easement Areas, (2) use of the North Carolina Department of Transportation right-of-way and/or Easement Areas shown on the Survey for construction, maintenance, and repair of the natural gas pipeline(s), and (3) the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions that unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). In exercising the right of ingress and egress outside of the Easement Areas granted herein, EGNC shall use its best efforts to cause the least practicable interference with Grantor's use of Grantor's Land and use existing roads and driveways to the extent reasonably practicable. Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described and permitted in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of EGNC and may be removed by it at any time and from time to time. EGNC shall comply with all applicable federal, state, and local laws, ordinances, and regulations in exercising the rights granted herein.

Assignment. EGNC, its successors, and its assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this Easement, or any rights granted herein, to any person or entity, including, but not limited to, any affiliated parent or subsidiary entity of EGNC, for the uses and purposes expressly stated herein. This Easement shall run with the land and inure to the benefit of and be binding upon Grantor, EGNC, and their respective heirs, successors, and assigns.

Damages. EGNC shall be responsible for actual physical damage to (1) the land within Grantor's Land and Easement Areas and (2) improvements and annual crops located on Grantor's Land that are not in violation of the terms hereof, to the extent caused by EGNC in exercising the rights granted herein, provided that a claim is made by Grantor within 60 days after such damages are sustained. EGNC shall restore and level the surface of the Easement Areas to a condition which is reasonably close to the condition existing immediately prior to EGNC's use of the Easement Areas, excepting those permanent alterations which may be permitted by this Easement, if any, and earthen water bars to prevent erosion. EGNC shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

Grantor's Reservation of Rights. Grantor reserves the right to use Grantor's Land and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with the rules and regulations of the North Carolina Utilities Commission, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Grantee prior to making any change in use of the Easement Areas, which approval shall not be unreasonably withheld, conditioned, or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Grantee's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Grantee, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Grantee.

No Waiver or Additional Representations. The failure by EGNC to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges, and Easements, and EGNC thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by Grantor that only terms expressly stated herein will be binding on EGNC.

Ownership of Grantor's Land. To have and to hold said Easement unto EGNC, its successors, and its assigns and Grantor, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with EGNC that Grantor is lawfully seized of Grantor's Land and the Easement Areas in fee and has the right to convey said rights and Easements and that Grantor will forever warrant and forever defend the title to said rights and Easements against the lawful claims of all persons whomsoever. The individual(s) 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.

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

[signature page follows]

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of _____, a N. C. Municipality, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the municipality.

Witness my hand and official seal this the ___ day of _____, 20__.

[NOTARY SEAL]

_____ Sign

_____ Print

My commission expires: _____