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FORSYTH CO. NC FEE \$26.00
NO TAXABLE CONSIDERATION
PRESENTED & RECORDED
10/01/2020 01:22:01 PM
LYNNE JOHNSON
REGISTER OF DEEDS
BY: OLIVIA DOYLE
ASST

BK: RE 3556
PG: 380 - 386

Tim Gaven (A)

Prepared by: ~~Duke Energy Carolinas, LLC~~
Return to: Duke Energy Carolinas, LLC
Attn: Lee Barber
500 Utility Dr
Clemmons, NC 27012

Parcel # 6824277176

EASEMENT

State of North Carolina

County of Forsyth

THIS EASEMENT ("Easement") is made this 1st day of October 2020, from **PEM INVESTMENTS, LLC**, a North Carolina limited liability company ("Grantor", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference ("**Property**"). The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10')

For Grantee's Internal Use:
Work Order #: 38257863 1

submitted electronically by "Duke Energy"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Forsyth County Register of Deeds.

wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

For Grantee's Internal Use:
Work Order #: 38257863 3

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 1st day of October 2020.

PEM INVESTMENTS, LLC
a North Carolina limited liability company

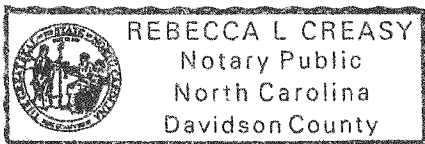
By: PENNSTON CORP.
Its Managing Member

Bruce R. Hubbard (SEAL)
Bruce R. Hubbard, Vice President

STATE OF North Carolina
COUNTY OF Forsyth

I, Rebecca L. Creasy, a Notary Public of Davidson County, State of North Carolina, certify that Bruce R. Hubbard, as Vice President of PENNSTON CORP., Its Managing Member of PEM INVESTMENTS, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this 1st day of October, 2020.



Notary Public: Rebecca L Creasy
Commission expires: 9/6/2022

EXHIBIT "A"

continued on next page

Ardmore Commons

Legal description

Lying, situated in Forsyth County, Winston-Salem, NC and Being PIN 6824-27-7176.00 and PIN 6824-36-2934.00 and a portion of Tax PIN: 6824-37-3242.00.

Commencing at an existing property corner having NC Grid Coordinates (NAD 83/2011) of Northing: 847,176.68 feet, Easting: 1,623,429.93 feet, said corner being the common property corner of PIN 6824-37-3151.00 and PIN 6824-37-4195.00 and being the **Point of Beginning**; THENCE with said common line of PIN 6824-37-3151.00 **S 88°26'41" W, 260.02 feet** to a point being a common corner of PIN 6824-37-3151.00 and PIN 6824-37-1113.00; THENCE with said common line of PIN 6824-37-3151.00 **S 09°46'17" E, 139.01 feet** to a point being a common corner of PIN 6824-37-3151.00 and PIN 6824-36-2934.00; THENCE with said common line of PIN 6824-36-2934.00 **S 87°56'42" W, 123.05 feet** to a point being a common corner of PIN 6824-36-2934.00 and PIN 6824-27-7176.00; THENCE with said common line of PIN 6824-36-2934.00 **N 88°13'26" W, 64.53 feet** to a point being a common corner of PIN 6824-36-2934.00 and PIN 6824-27-7176.00; THENCE continuing with said common line of PIN 6824-36-2934.00 **S 01°09'45" W, 221.80 feet** to a point being in the Northern right-of-way of Silas Creek Parkway; THENCE continuing along the Northern right-of-way of Silas Creek Parkway the following five calls: **S 87°46'19" W, 23.15 feet, S 88°05'12" W, 86.71 feet, S 88°39'22" W, 111.49 feet, S 89°11'34" W, 74.33 feet, S 89°54'50" W, 173.43 feet** to a point being in the Northern right-of-way of Silas Creek Parkway and the Eastern right-of-way of Ebert Street; THENCE continuing along the Eastern right-of-way of Ebert Street the following five calls: **N 01°25'55" W, 69.99 feet, N 12°00'32" W, 116.55 feet, N 00°00'00" E, 30.00 feet, S 83°59'28" W, 9.55 feet, N 02°50'53" W, 312.18 feet** to a point being in the Eastern right-of-way of Ebert Street and common corner of PIN 6824-27-

6337.00; THENCE with said common line of PIN 6824-27-6337.00 **S 84°57'42" E, 299.42 feet** to a point being a common corner of PIN 6824-27-7176.00 and PIN 6824-27-6337.00; THENCE with said common line of PIN 6824-27-6337.00 and 6824-27-7772.00 **N 03°33'52" W, 153.76 feet** to a point being a common corner of PIN 6824-27-7772.00 and PIN 6824-27-7176.00; THENCE with said common line of 6824-27-7772.00 **S 84°54'49" E, 322.52 feet** to a point being a common corner of PIN 6824-27-7772.00 and PIN 6824-37-3457.00; THENCE with common line of PIN 6824-37-3457.00, PIN 6824-37-3450.00, PIN 6824-37-2314.00 and PIN 6824-37-2208.00 the following two calls: **S 03°01'40" W, 69.47 feet** and **S 03°01'39" W, 117.41 feet** to a point being a common corner of PIN 6824-37-2208.00 and PIN 6824-27-7176.00; THENCE with common line of PIN 6824-37-2208.00, PIN 6824-37-4228.00 the following three calls: **N 87°54'18" E, 62.82 feet**, **N 87°54'18" E, 188.99 feet** and **N 87°54'18" E, 129.54 feet** to a point being a common corner of PIN 6824-37-4228.00 and PIN 6824-37-3242.00; THENCE along a new line of PIN 6824-37-3242.00 **S 02°24'21" W, 74.01 feet** to a point being the common corner of PIN 6824-37-3151.00 and PIN 6824-37-4195.00; THENCE with the common line of PIN 6824-37-3151.00 and PIN 6824-37-4195.00 **S 88°29'07" W, 29.75 feet** to a point a, common corner of PIN 6824-37-3242.00 and PIN 6824-37-4195.00 and being the **POINT OF BEGINNING HAVING AN AREA OF 8.22 ACRES MORE OR LESS.**