

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
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EASEMENT

NORTH CAROLINA
HARNETT COUNTY

Prepared By: Mary Beth McRainey
Return To: Duke Energy Progress, LLC
Attr: Mary Beth McRainey
1020 W. Chatham Street
Cary, NC 27511

THIS EASEMENT ("Easement") is made this 21 day of June, 2018
("Effective Date"), from JOSHUA RANDALL ROBBINS and wife, ASHLEY DAVENPORT ROBBINS, ("GRANTOR,"
whether one or more), to Duke Energy Progress, LLC, a North Carolina limited liability company ("DEP"); its successors,
licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Hector's Creek Township, described as follows: PIN 0643-90-6193.000, PIN 0642-99-6879.000, and PIN 0643-90-7304.000, containing 9.71 acres, more or less, and being the land described in a deed from GLENN M. WEAVER and wife, LINDA H. WEAVER to JOSHUA RANDALL ROBBINS and wife, ASHLEY DAVENPORT ROBBINS, dated April 18, 2018, and recorded in Deed Book 3597, Page 704; also shown as Lot 1, 2 and 3, on a plat entitled "Minor Subdivision For JOSHUA R. ROBBINS ANS ASHLEY D. ROBBINS", dated June 11, 2018, and recorded in Plat Book 22018, Page 166, all Harnett County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEP and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEP: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEP); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning
submitted electronically by "Duke Energy"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.

trees or limbs outside of the Easement Area which, in the opinion of DEP, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEP's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

Joshua Randall Robbins (SEAL)
JOSHUA RANDALL ROBBINS
Ashley Davenport Robbins (SEAL)
ASHLEY DAVENPORT ROBBINS

NORTH CAROLINA, WAKE COUNTY

I, DENNIS BROWN II, a Notary Public of WAKE County, North Carolina, certify that JOSHUA RANDALL ROBBINS and wife, ASHLEY DAVENPORT ROBBINS personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this 21 day of JUNE, 2018.



Dennis Brown II
Notary Public

My commission expires: JULY 24, 2021