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Recorded: 12/30/2009 at 10:53:35 AM
Fee Amt: \$20.00 Page 1 of 3
Rowan, NC
J.E.Brindle Register of Deeds

BK **1155** PG **114**

3
20.00
248

GRANT OF EASEMENT
TRANSMISSION

Return Recorded Document to:
Sandy Ogint
Administrator Property Records
Piedmont Natural Gas Company, Inc.
PO Box 33068
Charlotte, NC 28233

STATE OF NORTH CAROLINA

COUNTY OF Rowan

LINE NUMBER Spencer – Buck Steam
10" Relocation (aka P90-Rowan-37)
PARCEL NUMBER 2
IR#: 06-25326

A portion of Parcel ID# 048-006

THIS GRANT OF EASEMENT made this 30th day of DECEMBER, 2009, from HIGH ROCK PROPERTIES, LLC, a North Carolina corporation, (hereinafter designated as GRANTOR), to PIEDMONT NATURAL GAS COMPANY, INC., (hereinafter designated as GRANTEE).

WITNESSETH

That GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a right of way and easement rights for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, removing, and protecting one or more pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in Salisbury Township, Rowan County, North Carolina, as described in deed(s) recorded in Book 1049, page 854, Rowan County Public Registry.

The right of way herein granted is 20 feet wide and encompasses 0.30 acres, more or less, as shown on the attached survey dated September 01, 2009 by McKim & Creed and entitled "Easement Survey Prepared for Piedmont Natural Gas Company, Easement To Be Acquired From High Rock Properties, LLC".

GRANTOR understands and agrees that the purchase price covers, includes, and is full compensation for any and all improvements located within permanent and/or temporary easement areas.

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of access to and from said right of way over and across the aforesaid land; (2) to keep said right of way cleared of trees, buildings, and other obstructions; and (3) to construct, install, operate, utilize, rebuild, remove, and maintain pipes, valves, markers, cathodic protection equipment, anode beds and other appurtenant devices in conjunction with said gas facilities.

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the North Carolina Utilities Commission, GRANTEE's current encroachment specifications, or any federal, state, or local law, rule, or regulation, provided that GRANTOR and GRANTEE agree that: (1) notwithstanding anything to the contrary herein, GRANTOR shall give written notification to GRANTEE and GRANTOR shall obtain written approval from GRANTEE prior to any activity as defined in items (2)–(7) of this paragraph; (2) the depth of said gas facilities below the surface of the ground shall not be reduced by grading or any other work and any slopes allowed within said right of way shall be no greater than a four to one (4:1) ratio; (3) if streets, roads, equipment crossings, fences or utility lines are constructed across said right of way, they shall cross as nearly as possible at right angles to gas line(s) and in no event shall they be constructed laterally along and over the easement; (4) fences shall have minimum twelve (12) foot wide gate(s) (5) Removable pavers shall be installed along entire length and width of pipeline easement in paved parking areas; (6) improvements shall not adversely affect, in GRANTEE's sole discretion, the access to, safety, construction, reconstruction, operation, or maintenance of GRANTEE's facilities and GRANTEE shall not be liable for damages to said future improvements installed within said right of way; (7) landscaping on the right of way shall be limited to lawn grasses and shrubs which have a maximum mature height of four (4) feet; (8) buildings, storage sheds, mobile homes, wells, septic tanks, and/or related drain fields, irrigation systems (except crossing), sprinkler heads, swimming pools, ponds, lakes, erosion control sediment traps, underground vaults, burial grounds, explosives or flammable materials, fire hydrants, catch basins, electrical transformers or enclosures, utility poles, dumpsters, trash, uprooted stumps, boulders, rubble, building materials, junk or inoperable vehicles, satellite signal receiver systems, or other obstructions are prohibited within said right of way; (9) GRANTOR shall not: (a) interfere with GRANTEE's access or maintenance to its facilities, or (b) endanger the safety of GRANTOR, GRANTEE, or the general public; (10) GRANTEE reserves the right to construct future pipelines within said right of way and GRANTOR shall not

interfere with or object to the construction of said future pipelines; and (11) all facilities installed by GRANTEE shall be and remain the property of GRANTEE and may be removed by it at any time and from time to time.

GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this EASEMENT and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the construction, installation, operation, utilization, inspection, rebuilding, removal, and maintenance of said facilities, and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained.

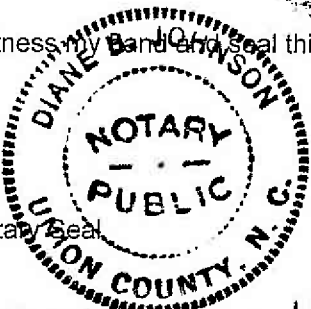
To have and to hold said right of way and easement rights unto GRANTEE, its affiliates, successors, and assigns, perpetually and continuously. GRANTOR expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

GRANTOR hereby bind(s) GRANTOR and GRANTOR's heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

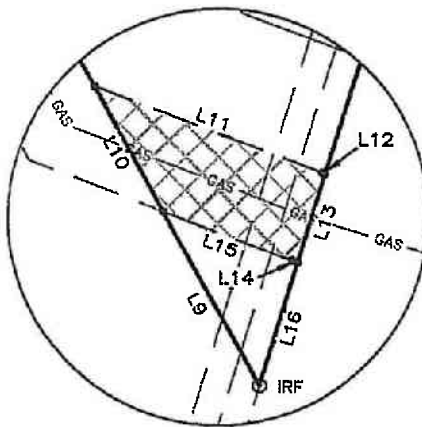
IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by GRANTOR, as of the date first above written.

GRANTOR:
HIGH ROCK PROPERTIES, LLC
By: JAMES FRANK McGUIRE Sign
JAMES FRANK McGUIRE Print
Title: Member / Manager / _____ President (Circle One)

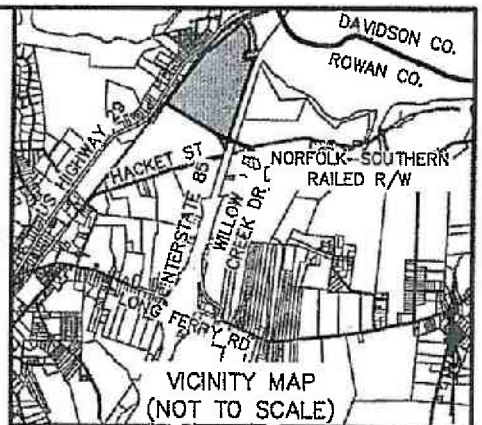
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
I, DIANE B. JOHNSON, a Notary Public of UNION County, North Carolina, do hereby certify that JAMES FRANK McGUIRE, Member / Manager / _____ President (Circle One) of HIGH ROCK PROPERTIES, LLC, GRANTOR, personally appeared before me this day and acknowledged the due execution of the foregoing GRANT OF EASEMENT on behalf of the limited liability company.

Witness my hand and seal this 30th day of DECEMBER, 2009.

Notary Seal
Diane B. Johnson Sign
Notary Public
DIANE B. JOHNSON Print
My Commission Expires: 11-15-11

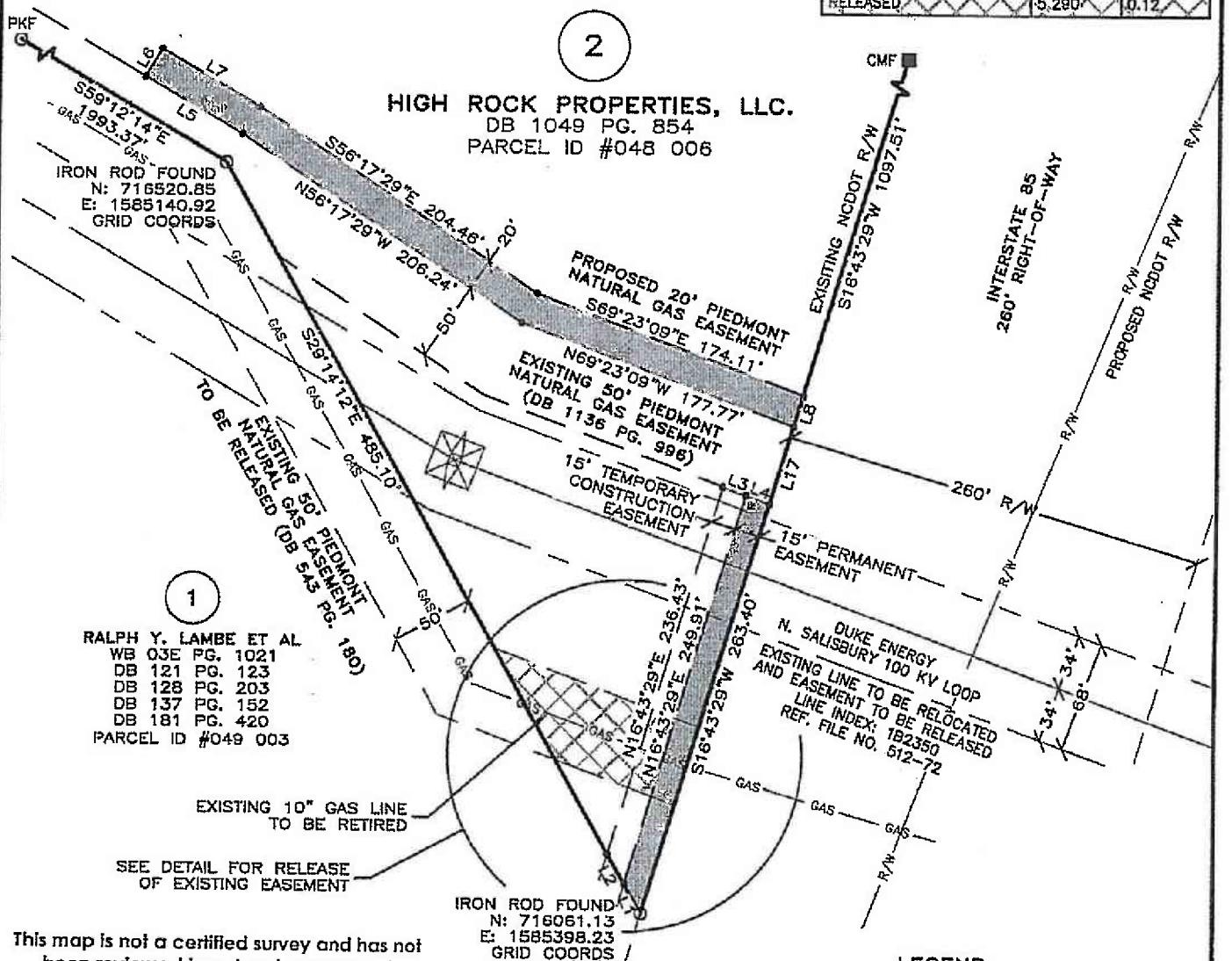
LINE	LENGTH	BEARING
L1	20.87'	N 29°14'12" W
L2	20.87'	N 29°14'12" W
L3	15.03'	S 69°23'09" E
L4	15.03'	S 69°23'09" E
L5	68.95'	N 59°14'49" W
L6	20.00'	N 30°45'11" E
L7	89.46'	S 59°14'49" E
L8	20.05'	S 16°43'29" W
L9	108.21'	N 29°14'12" W
L10	77.33'	N 29°14'12" W
L11	131.62'	S 69°31'09" E
L12	1.74'	S 73°34'34" E
L13	50.00'	S 16°43'29" W
L14	3.25'	S 73°34'34" E
L15	74.70'	N 69°31'09" W
L16	70.35'	N 16°43'29" E
L17	50.12'	S 16°43'29" W



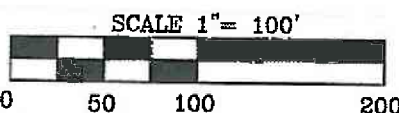
EXISTING 50' EASEMENT
TO BE RELEASED
DB 543 PG. 180
(DETAIL NOT TO SCALE)



AREA OF:	SQ. FT.	ACRE
PROPOSED EASEMENT	2,850	0.30
TEMPORARY CONSTRUCTION EASEMENT	3,648	0.08
EASEMENT TO BE RELEASED	5,290	0.12

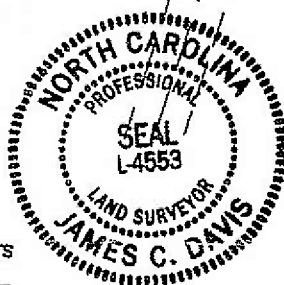


This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations



NOTES:

- FOR SOURCE OF TITLE REFER TO DEEDS AND PLATS REFERENCED HEREON.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- AREA BY COORDINATE COMPUTATION.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD.
- GRID COORDINATES ESTABLISHED USING VRS.



LEGEND

- CMF ■ CONC. MON. FOUND
- IRF ○ IRON ROD FOUND
- ⊗ COMPUTED POINT
- EASEMENT POINT
- PROPERTY BOUNDARY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- GAS LINE
- ADJOINER PROPERTY

I, JAMES C. DAVIS, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

James C. Davis 10/17/09
JAMES C. DAVIS, PLS L-4553

EASEMENT SURVEY PREPARED FOR
PIEDMONT NATURAL GAS COMPANY

EASEMENT TO BE ACQUIRED FROM
HIGH ROCK PROPERTIES, LLC.
255 US HIGHWAY 29

PARCEL 2

SALISBURY TOWNSHIP
ROWAN COUNTY, NORTH CAROLINA

MCKIM & CREED

ENGINEERS, PLANNERS, SURVEYORS
8020 TOWER POINT DRIVE
CHARLOTTE, NORTH CAROLINA 28227
PHONE (704) 841-2588
FAX (704) 841-2567
C-0342
09/01/09