

WAKE COUNTY, NC 36
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/05/2021 10:07:51

BOOK:018328 PAGE:02036 - 02041

DEED OF EASEMENT

Prepared by or under the direction of:
Smith, Anderson, Blount, Dorsett,
Mitchell & Jernigan, L.L.P. (DWB)
(NO OPINION ON TITLE)

Mail/Return Recorded Document to:
Duke Energy Progress, LLC
Data & Document Management
550 South Tryon Street DEC 22A
Charlotte, NC 28202

Site No.: 105386
Land Unit No.: 1733382
Project No.: 105386 - 464424

STATE OF NORTH CAROLINA

COUNTY OF WAKE

THIS DEED OF EASEMENT (the "Easement") is granted this 4TH day of February, 2021, by **LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC.** ("Grantor"), a North Carolina non-profit corporation, whose mailing address is P.O. Box 20969, Raleigh, N.C. 27619-0969, to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("Grantee"), with an address of 550 South Tryon Street, DEC 22A, Charlotte, N.C. 28202.

NOW THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, hereby conveys to Grantee the following easement rights upon, over, and through the Fiber Optic Easement Area (as described below) containing 0.028 acre, more or less, located in the City of Raleigh, Wake County, North Carolina, which is a portion of the Grantor's property described in that deed recorded on April 3, 1984 in Book 3262, Page 762, Wake County Registry, less and except any prior out-conveyances (the "Grantor's Property"):

A perpetual, non-exclusive easement consisting of 0.028 acre, more or less, and labeled "10' Fiber Easement" as shown on the survey entitled "Duke Energy Progress, LLC Spring Forest Rd 10' Easement, 10' Fiber Easement To Be Acquired From: Lincoln Villas Homeowners Association, Inc. dated December 7, 2020, and marked Map: 107787 - 007915, which is attached hereto as Exhibit A and incorporated herein by reference (the "Fiber Optic Easement Area"), together with a perpetual non-exclusive right of ingress and egress over the Fiber Optic Easement Area described on the aforesaid Map attached hereto as Exhibit A for the following purposes: (a) installation, inspection,

operation, maintenance, repair, replacement and/or removal of fiber optics conduit, ducts, interducts, fiber, cable, wires, conductors, grounds, handholes, manholes, vaults, and other telecommunications accessories, equipment, apparatus, fixtures, hardware, appliances, and appurtenances and any other associated equipment (collectively the "Cable and Equipment") to be used for the telecommunications and/or data uses of Grantee; and (b) to cut and/or clear any or all vegetation and debris from the Fiber Optic Easement Area as Grantee deems reasonably necessary in exercising the rights granted hereunder.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements unto Grantee, its successors and assigns in accordance with the following terms and conditions:

1. Grantee shall obtain and pay for all building permits and/or other required governmental licenses or permits necessary for the Cable and Equipment and Grantee's use of the Fiber Optic Easement Area in accordance with this Easement.
2. Grantee covenants to install and maintain the Fiber Optic Easement Area and Cable and Equipment in accordance with all applicable laws, statutes, ordinances, regulations, and orders of all applicable governmental authorities.
3. Grantor hereby represents, warrants, and covenants that: (i) Grantor is lawfully seized of the Fiber Optic Easement Area in fee; (ii) Grantor has the right and authority to convey the rights and easements to Grantee hereunder and that the same are free from any and all liens and encumbrances; and (iii) Grantor will warrant and defend the title to said rights and easements against the lawful claims of all persons whomsoever.
4. Grantee shall have the right to transfer or assign the Easement as collateral or otherwise.
5. Upon completion of any construction, installation, operation, maintenance, repair, reconstruction, replacement, or removal of the Cable and Equipment at the Fiber Optic Easement Area, Grantee shall, to the extent reasonably practicable, return any portion of the Fiber Optic Easement Area to the condition that existed prior to the installation of any Cable and Equipment thereon, including, without limitation, replacing any landscaping, paving, or other improvements that existed within the Fiber Optic Easement Area prior to such installation and re-seeding the affected portion(s) of the Fiber Optic Easement Area. Notwithstanding the foregoing, Grantee shall not be obligated to return any portion of the Fiber Optic Easement Area to a condition that is inconsistent with the terms of this Easement.
6. All rights and obligations granted in this Easement shall run with the land and be binding upon Grantor and Grantee and their respective heirs, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

GRANTOR:

LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC.,
a North Carolina non-profit corporation

By: Cecelia M Jusseume
Name: CECELIA M. JUSSÉUME
Title: Lincoln Villas HOA President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Scott B. Smith, a Notary Public of Johnston County, North Carolina, certify that Cecelia M. Jusseume personally came before me this day and being personally known to me or proven by satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged that she/he is the President of LINCOLN VILLAS HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that she/he, in such capacity, being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes stated therein.

Witness my hand and official stamp or seal, this the 4th day of February, 2021.

Scott B. Smith
Notary Public

Scott B. Smith
Print Notary's Name

My commission expires: 3/6/2024

(Affix Notary Stamp or Seal)

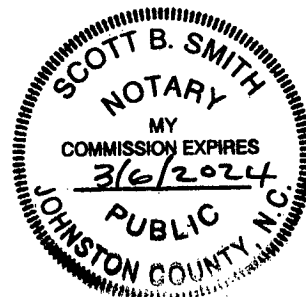
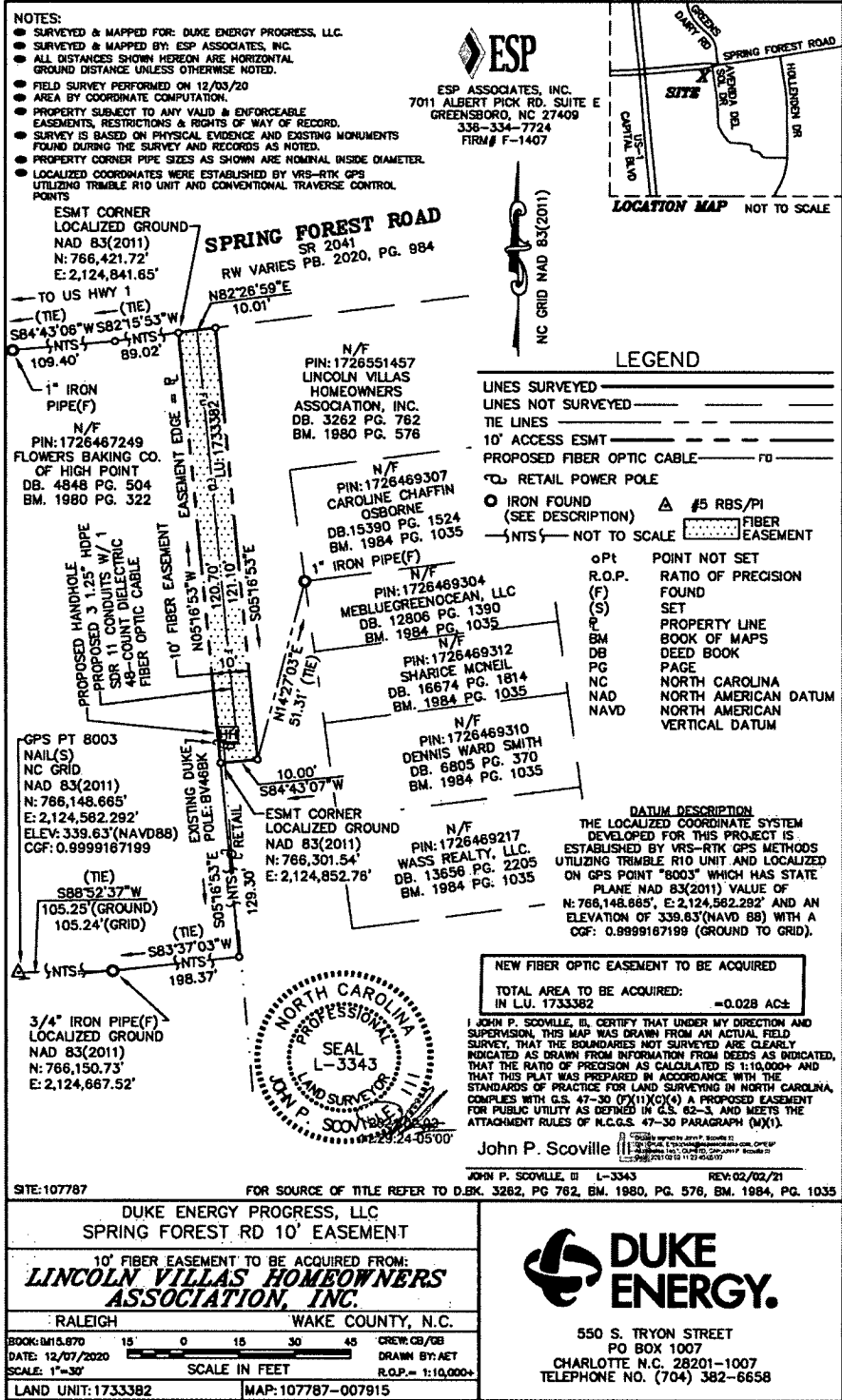
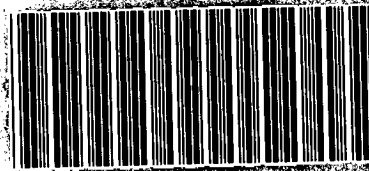


EXHIBIT A (MAP OF FIBER OPTIC EASEMENT AREA)





BOOK: 018328 PAGE: 02036 - 02041



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

**Tammy L. Brunner
Register of Deeds**

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 6 # of Pages *BW*