

Adam Stumb

From: Spears, Cody <Cody.Spears@lumen.com>
Sent: Monday, January 25, 2021 1:34 PM
To: Michael, Kristi; Adam Stumb
Subject: Re: N.799866 Easement for 150 Government Circle

Kristi and Adam,

The revised drawing Adam sent shows placing the fiber closer to the woods on the side of the parking lot, the hill is not as bad in this location so we should be good to place our fiber here like requested

Thanks,

Cody Spears
cody.spears@rjetelecom.com
cody.spears@centurylink.com
(Cell) 276-618-4248

From: Michael, Kristi <Kristi.Michael@lumen.com>
Sent: Monday, January 25, 2021 9:31 AM
To: Adam Stumb <adam.stumb@ashecountygov.com>
Cc: Spears, Cody <Cody.Spears@lumen.com>
Subject: RE: N.799866 Easement for 150 Government Circle

Hi Adam,
I spoke with Cody. He is going to speak to his construction team and see what can be done to keep everyone safe.

Kristi Michael

Title Manager ROW | SelectROW Team
912-713-1323 | Kristi.michael@Lumen.com
Direct Report | omar.amaral@Lumen.com

LUMEN  **SELECTROW**

CenturyLink has rebranded as Lumen Technologies

From: Adam Stumb <adam.stumb@ashecountygov.com>
Sent: Monday, January 25, 2021 9:20 AM
To: Michael, Kristi <Kristi.Michael@lumen.com>
Cc: Spears, Cody <Cody.Spears@lumen.com>
Subject: RE: N.799866 Easement for 150 Government Circle

The illustration on the last page just shows it hugging the woods and hill to the back of the property. Our Board wanted to move it away from the parking lot.

Adam

After recording please return to:
CenturyLink
PO Box 688
Celina, TX 75009

Prepared by:
Omar Amaral
CenturyLink ROW

RECORDING INFORMATION ABOVE

Grantor: County of Ashe
Grantee: Central Telephone Company (North Carolina) d/b/a CenturyLink
Parcel: 09263-001-769
Abbreviated Legal Description: 14.564 Acres per deed Bk 200 Pg 1745, Ashe County Records

EASEMENT AGREEMENT

The undersigned ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **Central Telephone Company (North Carolina) d/b/a CenturyLink**, its successors, assigns, lessees, licensees, agents and affiliates ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the "Facilities") over, under and across the following property located in the County of Ashe, State of North Carolina, which Grantor owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

(1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and

(2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed by Grantor this _____ day of _____.

GRANTOR:

County of Ashe, North Carolina

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____, of _____, a
_____.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

An Aerial easement ten (10) feet wide running in a southwesterly direction from an existing power pole on the northeast side of the property. This aerial easement will run for two hundred (200) feet to a new pole, placed for telecom purposes. From the new pole, an additional ten (10) foot wide easement being five (5) feet on either side of new buried fiber cable that will run in a westerly direction an additional one hundred thirty (130) feet approximately, to the western edge of the paved parking lot, then turning south and following the edge of the parking lot in a southwesterly direction until it reaches the back entrance to the Courthouse building, an additional five hundred forty five (545) feet to termination at the back of the building.

THE FOLLOWING MAP MAY NOT BE A CERTAIN SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract

