

STATE of North Carolina
COUNTY of ASHE

Tract No.
09298222

EASEMENT AGREEMENT

Grantor for and in consideration of the sum of zero Dollars (\$0), paid by FRONTIER NATURAL GAS COMPANY, having its principal place of business at 110 PGW Drive, Elkin, North Carolina 28621 ("Grantee"), to COUNTY OF ASHE ("Grantor"), the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, a permanent ten foot (10') wide right of way and easement for the purpose of laying, constructing, inspecting, maintaining, operating, altering, replacing, repairing, abandoning and removing a pipeline or pipelines, data acquisition, above or below grade valves, tie-overs, meters, regulators, cathodic protection devices, pig launchers/receivers and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline, over, under, across and upon the Property.

Property is located on PIN number 09298222 Book 00221 page 1457. Right of way shall be 10-feet (10') in width as it runs through Grantors property starting at current service line running south west and exiting said property sixty five feet (65') from the southwestern corner. Exhibit "A" is attached hereto and made a part of this agreement.

Also included in the herein EASEMENT AGREEMENT is the use of an additional thirty-five foot (35') temporary work space along and adjacent to the **ten foot (10') permanent easement**. Said right to use such temporary work space will expire six (6) months after completion of construction of the pipeline.

Grantor and Grantee acknowledge that after the completion of the construction and installation of the pipeline, a survey of the Property may be conducted by Grantee at Grantee's expense and, in the event the pipeline and its appurtenances are found not located along said Right of way, the foregoing description of the Property will be amended to reflect a description of the Property as shown on the survey which includes ten (10') feet of easement starting at the edge of drive and its appurtenances (the "Amended Description") and this Option and Easement Agreement (the "Agreement") will be amended with the Amended Description (the "Amended Agreement").

Grantor reserves the right to use and enjoy said land except as may be necessary for the purpose(s) herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, paving, reservoir, or other obstruction or excavation on, over, or within said EASEMENT and shall not change the grade over any pipeline constructed hereunder without first obtaining the written permission of Grantee. At the conclusion of Grantee's operations, said Grantee will clean up the easement in a workmanlike manner and restore the premises as nearly as practicable to the same condition as it was before construction.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such right or rights and shall not bar Grantee from exercising such right or rights, or if necessary, seeking any appropriate remedy in conjunction with such right or rights.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed. This Agreement contains the entire agreement between the parties and cannot be modified except by written agreement between the parties.

Grantor warrants that it is seized of good and marketable title to the property subject to this Agreement and has the full power and authority to enter into and execute this Agreement. Grantor agrees to cooperate with Grantee in Grantee's efforts to obtain a non-disturbance agreement from any lien holder with a valid superior encumbrance on the Property.

This Agreement shall run with the land and shall be binding upon the parties, as well as their successors, heirs, and assigns.

An original counterpart of the Agreement shall be recorded in the public registry in the County in which the Property is located.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement under seal this _____ day of _____, 20____.

Grantee: _____

_____ (Print Name)

Frontier Natural Gas Company

_____ (Position)

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said _____ county and state, certify that _____ personally appeared before me this day, and being duly sworn, as a Member of Management of Frontier Natural Gas signed foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public

Grantor: _____
Signature

Print

Grantor: _____
Signature

Print

Grantor: _____
Signature

Print

Grantor: _____
Signature

Print

Witness to signature of:

Signature

Print

STATE OF _____

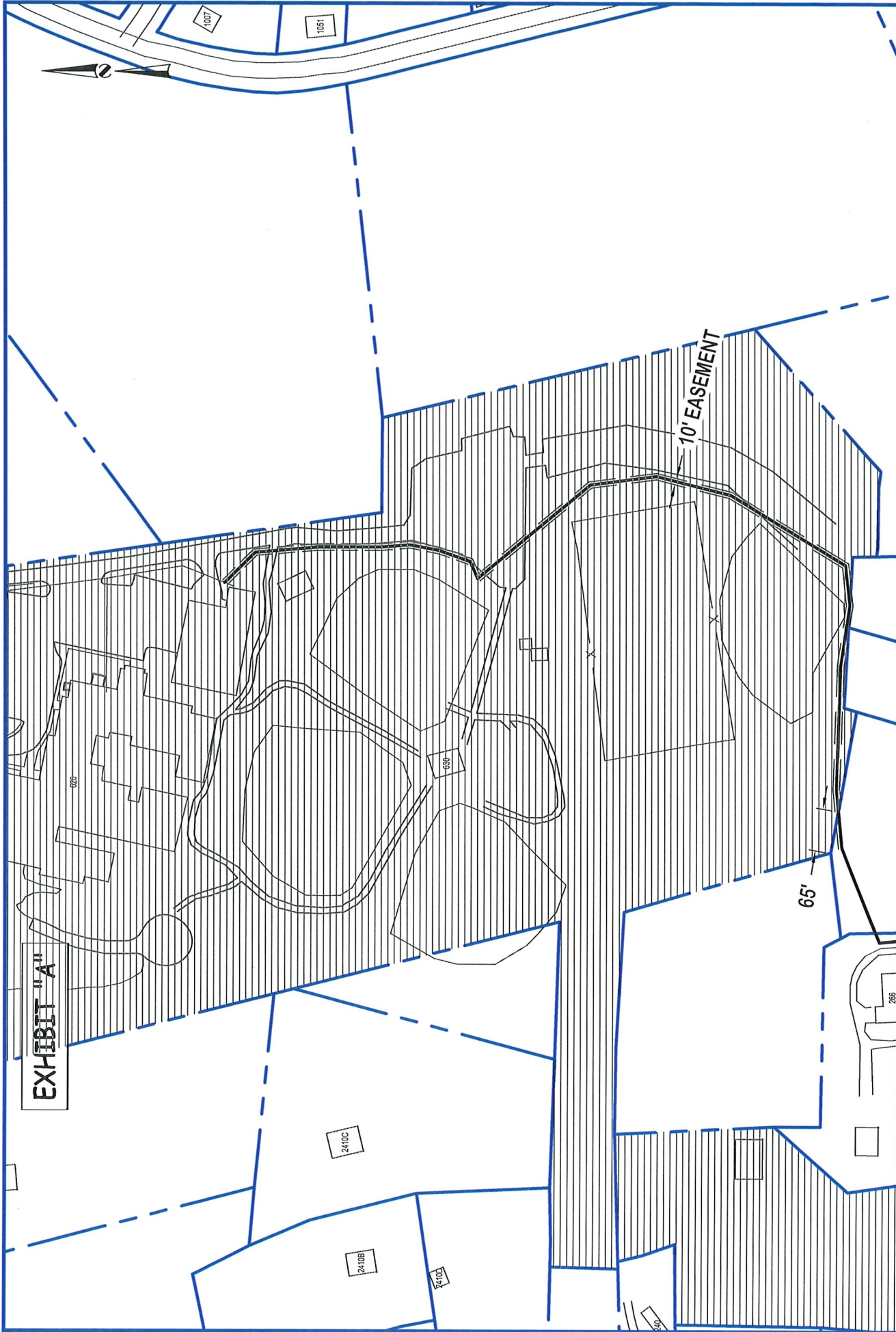
COUNTY OF _____

I, _____, a notary public for said _____ county and state, do hereby certify that _____ (i) personally appeared before me this day and acknowledged the due execution and seal of the foregoing instrument. (ii) personally appeared before me this day and certified under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing documents as a subscribing witness.

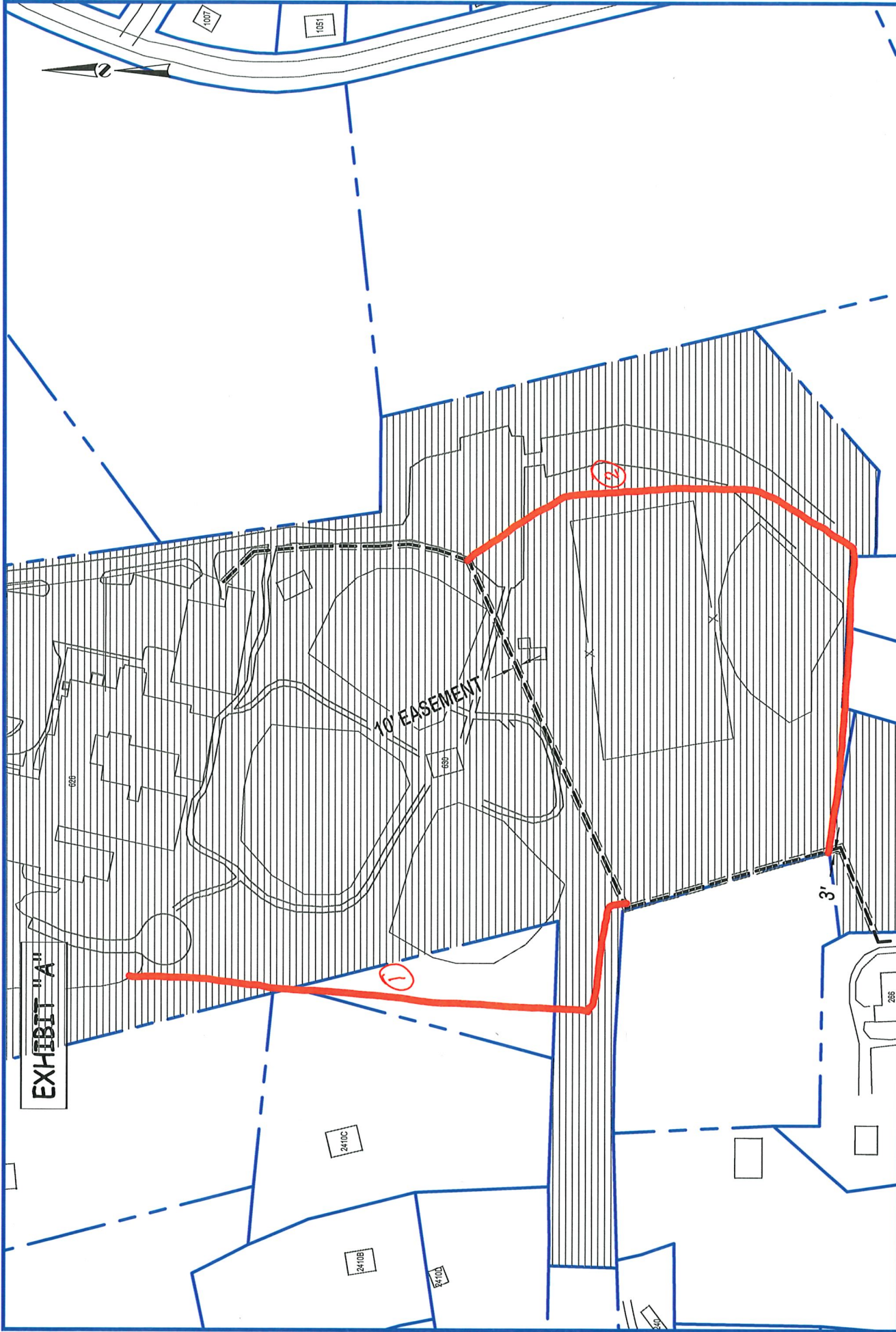
WITNESS my hand and official seal this _____ day of _____, 20_____.

My Commission Expires: _____

Notary Public



NAME 1	COUNTY OF ASHE	PROPERTY ADDRESS: 630 ASHE CENTRAL SCHOOL RD	PARCEL # 09298222	DRAWN: TY	DATE 03-11-21
NAME 2		MAILING ADDRESS: 150 GOVERNMENT CIR, STE 2500 JEFFERSON, NC 28640	DEED BK: 00221	SUBDIVISION	CHECKED: TMG
			DEED PG: 1457		



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Map Scale: 1 inch = 100 feet
Long: -81.435 Lat: 36.428
Long: 81.2604 Lat: 36.2541



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