

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

EASEMENT ENCROACHMENT
AGREEMENT

THIS EASEMENT ENCROACHMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2018, by and between the **City of Greensboro**, a North Carolina municipal corporation with a mailing address of P.O. Box 3136 Greensboro North Carolina, 27402, hereinafter known as the "**City**", **BT-OH, LLC**, a Delaware limited liability company with a mailing address of 55 Glenlake Parkway, NE, Atlanta, Georgia, 30328, **Attn: Real Estate Department**, hereinafter known as the "**Owner**", and **Piedmont Natural Gas Company, Inc.**, a North Carolina corporation with a mailing address of 4720 Piedmont Row Drive, Charlotte, North Carolina 28210, hereinafter known as "**PNG**".

WITNESSETH:

WHEREAS, the City is the holder of a twenty (20') foot drainage easement (the "Easement") running over and across that certain parcel of land known as Guilford County Parcel Number 0093022 (the "Property") and being shown on Plat Book 77 Page 87 of the Guilford County Registry;

WHEREAS, said Property is owned by Owner, as successor in interest by merger with Ralcar Corporation, formerly a North Carolina corporation, which acquired said Property by deed recorded in Deed Book 3417 Page 1972 of the Guilford County Registry;

WHEREAS, the Owner desires to make improvements to said Property by causing PNG to construct a Compressed Natural Gas Fueling Station (the "Station");

WHEREAS, it is necessary for said Station to encroach upon the City's Easement;

WHEREAS, by Resolution _____, the City found that such encroachment(s) will neither cause a public nuisance, nor unreasonably interfere with the use of the Easement, provided that PNG and Owner comply with the terms and conditions hereinafter set out; and

WHEREAS, the City, pursuant to N.C. Gen Stat. §160A-265 and upon the terms and conditions herein set forth, is willing to allow the above-described improvements to be made and the Station to encroach upon the above-referenced City-owned Easement.

NOW, THEREFORE, in consideration of the limited right and privilege to encroach upon the easement of the City of Greensboro pursuant to the following terms and conditions and other consideration, the receipt of which is hereby acknowledged, the Owner and PNG hereby covenant and agree that:

1. The encroachment(s) shall occupy that portion of the Easement over the Property in the manner as described and depicted on the attached Exhibit A;
2. The Owner and PNG agree to use all efforts to prevent the encroachment(s) from causing a public nuisance nor unreasonably interfering with the use, maintenance or improvement to City infrastructure existing in the City Easement;

3. Prior to installation, the Owner and PNG shall make any design changes to the encroachment(s) as determined to be necessary or required to avoid interference with the City's existing facilities in the Easement in the reasonable discretion of the City. Upon receipt of notice from the City as provided hereby, that City must perform or cause to be performed any maintenance, upgrade, or replacement of the City's infrastructure within the Easement, Owner and PNG will cooperate with the City to enable such activities to occur, which shall include responsibility for the temporary relocation or removal of its equipment if the City deems the same necessary in order to maintain, upgrade, or replace its infrastructure located within the Easement. City will not be responsible for any damage caused to Owner's property or the Station unless such damage is the result of City's negligent or wrongful conduct;
4. The Owner and PNG agree that the City shall not be responsible for any labor or expense which results from the installation or any future maintenance, repair, removal or dismantling of said encroachment(s) except if such expense results from the City or its employees, agents or invitees' negligence or willful or wanton conduct;
5. Owner and PNG shall indemnify City from any and all property damage or injury to or death of any person which results from Owner or PNG, its agents, employees, contractors or subcontractors' negligent act or omission, and agrees to hold the City, its officers, councilors and employees harmless from any and all liability arising out of such negligence; that it will defend the City, its officers, councilors and employees and pay all reasonable attorney fees in any and all actions brought as a result of such; and that it will indemnify the City, its officers, councilors and employees against any and all loss sustained by reason of such negligence, arising out of the design, location, construction, maintenance, or removal of said encroachment(s). Owner and PNG shall not be required to indemnify the City as set forth in this Section 5 if such property damages or injury to or death of any person results from the City, its employees, agents or invitee's negligent acts or omissions or willful or wanton conduct;
6. The Owner and PNG, during the building and installing of the encroachment, for themselves, their assignees and successors in interest, agree that they will require that the contractor, with regard to the work performed by the contractor during the building and installation of the encroachment over the Easement of the City, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment;
7. Owner and PNG agree to be responsible for remediating any damage to the City's infrastructure as a result of installation, maintenance, or removal of PNG equipment consisting of or relating to the said Station;
8. Owner and PNG shall pull all necessary permits from the City of Greensboro and abide by all applicable statutes and ordinances;
9. All notices required herein shall be deemed given by depositing such in the United State Mail and sent certified with first class postage, at the mailing addresses hereinabove set out for Owner, PNG and City respectively.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal effective the day and year first above written.

ATTEST: (MUNICIPAL SEAL)

CITY OF GREENSBORO

City Clerk

By: _____
Nancy Vaughan, Mayor

Approved as to Form:

City Attorney
STATE OF NORTH CAROLINA - COUNTY OF GUILFORD

I, the undersigned Notary Public of the aforesaid County and State, hereby certify that ~~Adam C. Spry~~ personally came before me this date and acknowledged that he/she is the _____ City Clerk of the CITY OF GREENSBORO, a North Carolina municipal corporation, and that, by authority duly given and as the act of said municipal corporation, the foregoing document was signed in its name by its mayor, sealed with its corporate seal, and attested by him/herself as its _____ City Clerk.

WITNESS my hand and official seal this _____ day of _____, 2018.

Notary Public

Typed or printed name of Notary Public

My commission expires: _____

PIEDMONT NATURAL GAS
COMPANY, INC.

By: Adam C. Spry

Name: Adam C. Spry

Title: Manager - Land Services

STATE OF NORTH CAROLINA - COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County and State aforesaid, hereby certify that ADAM C. SPRY personally appeared before me this day and acknowledged he is the MAN-LAND SERVICES of Piedmont Natural Gas Company, Inc., a N.C. corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal this 2nd day of AUGUST, 2018.

[Signature]

My Commission Expires:

RONALD WAYNE HOWELL, JR Notary Public
Notary's Printed or Typed Name

10-23-2019

(Affix Seal)



BT-OH, LLC.

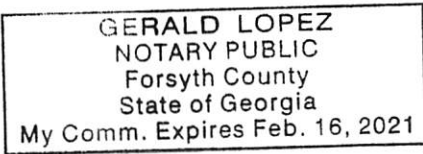
By: [Signature]

Name: Stephen M. Slifer
Title: Vice President

STATE OF GEORGIA - COUNTY OF FULTON

I, the undersigned Notary Public of the County of Fulton and State aforesaid, certify that Stephen M. Slifer, personally came before me this day and acknowledged that he is the Vice President of BT-OH, LLC, a Delaware limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this 21 day of May, 2018.



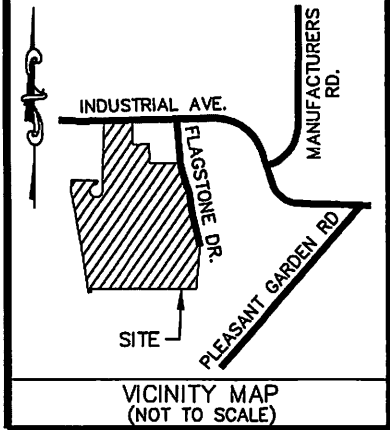
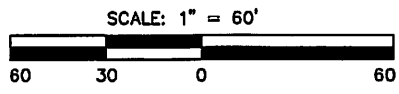
(Affix Seal)

[Signature]

Gerald A. Lopez Notary Public
Notary's Printed or Typed Name

AREA TABLE	
PERMANENT EASEMENT	0.215 AC.
ACCESS EASEMENT	N/A
TEMPORARY CONSTRUCTION EASEMENT	N/A
UTILITY STATION SITE EASEMENT	N/A

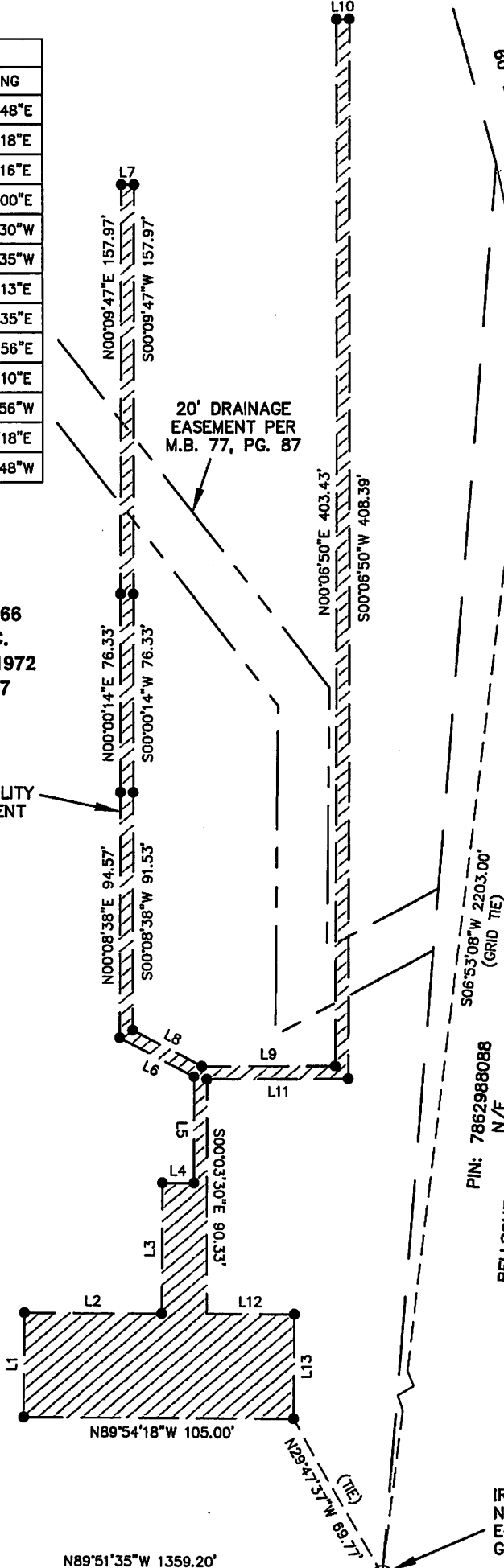
EXHIBIT A



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	N00°23'48"E
L2	53.40'	S89°54'18"E
L3	50.36'	N00°13'16"E
L4	12.30'	N90°00'00"E
L5	40.90'	N00°03'30"W
L6	32.61'	N62°38'35"W
L7	5.00'	S89°50'13"E
L8	30.46'	S62°38'35"E
L9	51.88'	N89°37'56"E
L10	5.00'	S89°53'10"E
L11	54.97'	S89°37'56"W
L12	34.05'	S89°54'18"E
L13	40.00'	S00°23'48"W

PIN: 7862895166
BT-OH, L.L.C.
D.B. 3417, PG. 1972
PB. 77, PG. 87

NEW UTILITY EASEMENT



NCGS MONUMENT "68W 200"
N-830,440.29
E-1,769,593.54
GRID COORDS.

NOTES

1. AREA BY COORDINATE COMPUTATION.
2. ALL DISTANCES ARE HORIZONTAL GROUND, IN US SURVEY FEET.
3. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
4. THIS SURVEY IS INTENDED FOR THE PURPOSES OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE LANDS SHOWN HEREON.
5. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM.
 COMBINED SCALE FACTOR: 0.99993210
 GEOD MODEL: GEOID 12B(CONUS)
 DATUM: NAD 83/2011
 UNITS: US SURVEY FEET
 GPS POSITIONAL ACCURACY: 0.09'
6. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



PIN: 7862988088
N/F
BELLSOUTH TELECOMMUNICATIONS, INC.
D.B. 5090, PG. 2057

I, TRACY THANE BISHOP, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 3417, PAGE 1972); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN MAP BOOK 77, PAGE 87; THAT THE RATIO OF PRECISION IS +1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (12 NCAC 56.1600).

THIS 18TH DAY OF MAY, A.D., 2018.
Tracy Thane Bishop 05-18-2018
 TRACY THANE BISHOP, PLS L-4765

IRON PIPE FOUND
N-828,253.18
E-1,769,329.43
GRID COORDS.

PIN: 7862885118
N/F-WOODLEA LAKES
D.B. 3416, PG. 2279

PIN: 7862971975
N/F-BURMA J. HODGE
DEED NOT FOUND

PIN: 7862972975
N/F-WILTON THOMPSON
D.B. 6219, PG. 2072

LEGEND	
● COMPUTED POINT	⊙ IRON PIPE FOUND
⊕ PNG EASEMENT	⊙ NCGS MONUMENT FOUND
_____ SUBJECT BOUNDARY LINE (SURVEYED)	
_____ SUBJECT BOUNDARY LINE (NOT SURVEYED)	
_____ ADJOINER BOUNDARY LINE (SURVEYED)	
_____ ADJOINER BOUNDARY LINE (NOT SURVEYED)	
_____ ROAD R/W LINE	

EASEMENT FOR
PIEDMONT NATURAL GAS COMPANY, INC.
 ACROSS THE LANDS OF
BT-OH, L.L.C.
 GREENSBORO, NC
 DEED BOOK 3417, PAGE 1972
 GUILFORD COUNTY, NC

PROJECT # 0251487

7714 MATTHEWS-MINT HILL ROAD-SUITE J
 MINT HILL, NORTH CAROLINA 28227
 PHONE: 980-859-3245 (C-4289)

DRAWN BY: TB	REVISIONS
DATE: 11/14/2017	REV-05-18-18
JOB NO. 20170605	CHANGE OWNER NAME

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