Type: CONSOLIDATED REAL PROPERTY
Recorded: 11/18/2022 8:08:37 AM
Fee Amt: $26.00 Page 1 of 6
Iredell County, NC
Maureen P. Purcell Register of Deeds

BK 2960 PG 489 - 494

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Susan Cannella

Site Address: Bridgewater Lane
Mooresville, NC
Parcel #'s: 4646643765.000
4646644762.000
4646646701.000
4646647609.000

North Carolina
Distribution Encroachment Agreement
for Nitrification Field Encroachments

State of North Carolina

County of Iredell

THIS NORTH CAROLINA DISTRIBUTION ENCROACHMENT AGREEMENT FOR NITRIFICATION FIELD ENCROACHMENTS (this "**Agreement**") is made and entered into this 14th day of November 2022, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Duke Energy**") and **BORDEAUX MFL, LLC**, a North Carolina limited liability company ("**Grantee**").

- Grantee is the owner of 4 parcels totaling 2.0 acres of land situated in Davidson Township, Iredell County, North Carolina, and being the land described in a deed from M & J Land, Inc., a North Carolina corporation to Bordeaux MFL, LLC, a North Carolina limited liability company recorded in Deed Book 2949, Page 2373, County Register of Deeds (the "Property");

- Duke Energy has previously acquired a thirty (30) foot wide easement area over the Property on which easement area Duke Energy maintains and operates electrical facilities (the "**Easement Area**"); and

- Grantee desires to use a portion of the Easement Area for the construction, installation, operation, and maintenance of a nitrification field (the "**Encroachment**").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Duke Energy, insofar as Duke Energy's rights are concerned, hereby authorizes Grantee, their heirs, successors, and assigns, ingress and egress to construct, install, operate, monitor, repair, and maintain the Encroachment within the Easement Area upon the following terms and conditions:

For Grantee's Internal Use:
Work Order #: 47030585

Submitted electronically by "Duke Energy"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

1. Grantee shall construct, install, operate and maintain the Encroachment as shown on a map, dated 11/4/2022, and entitled "SEPTIC SUPPLY LINE EASEMENT", which is attached hereto as **Exhibit A** and incorporated herein by reference (the "Map"). Other than removing the Encroachment, Grantee shall not alter or add to the Encroachment in any way without receiving prior written consent from Duke Energy. Should Grantee perform any work in the Easement Area without the prior written consent of Duke Energy, should it fail to perform the work in a manner consistent with the specifications approved by Duke Energy, or should the Encroachment threaten any Duke Energy facility, then Grantee shall be liable to Duke Energy for any costs Duke Energy incurs while remedying actual or potential threats to Duke Energy's facilities arising from such work.

2. This Agreement shall automatically terminate upon complete removal of the Encroachment by Grantee. Should the encroachment no longer be required for the facility it is designed to serve, this Agreement shall be terminable by Duke Energy upon ninety (90) days written notice of Duke Energy's desire to terminate.

3. Duke Energy shall have the right to install at any time additional structures for the support of its present or future electric lines within the Easement Area. Duke Energy agrees to locate these additional structures, if reasonably possible, so as not to obstruct use of the Encroachment and in compliance with 15A NCAC 18A.1950.

4. Grantee may plant low-growing shrubbery on and around the Encroachment provided that Duke Energy shall have necessary access to its structures for maintenance purposes. Any trees or shrubs in the Easement Area shall not be permitted to reach a height of more than twelve (12) feet. If any such trees or shrubs do reach a height of more than twelve (12) feet, then Duke Energy shall have the right to remove them without removing the stumps if removal could damage system.

5. Grantee shall not place, or cause to be placed, a septic tank or any related device, constructed of any material type, in Duke Energy's Easement Area other than inert piping for septic draining purposes.

6. Grantee shall, upon request of Duke Energy and at no cost to Duke Energy, erect barriers around the Encroachment area or existing facilities owned or operated by Duke Energy. Barriers shall be of an acceptable size and construction to Duke Energy. Once installed to Duke Energy's specifications, Grantee shall not be liable for the costs of relocating or replacing any barrier that is later determined by Duke Energy to hinder its access to the facilities or Easement Area.

7. Grantee shall not utilize any equipment within Duke Energy's Easement Area in such a manner that any portion of said equipment would come any closer than fifteen (15') feet from any conductors of its electric lines. Grantee's operation of equipment and use of materials within Duke Energy's Easement Area shall adhere to applicable federal, state, and local laws, rules and regulations, including the guidelines set forth by the National Electrical Safety Code (NESC), the OSHA Standard for equipment minimum safe working distances, and the North Carolina Overhead High-Voltage Line Safety Act (OHVSA).

8. Grantee shall be liable for, and shall indemnify, protect, and save harmless Duke Energy from any taxes or assessments which may be levied for or as a result of the Encroachment.

9. Duke Energy shall not be liable for any damage to the Encroachment resulting from Duke Energy or its contractors in the construction, reconstruction, replacement, maintenance, or removal of Duke Energy's present or future facilities.

10. Grantee shall not do any digging, grading, or filling nearer than five 5 to any of Duke Energy structures or anchors and any slopes within the Easement Area shall be no greater than a one to four ratio.

11. Grantee shall not do any filling or piling of earth on Duke Energy's Easement Area unless shown on the Map and approved by Duke Energy. The surface of the Easement Area shall be properly graded, raked, and seeded after construction of the Encroachments is complete.

12. Duke Energy may have facilities (e.g. counterpoise wires) buried in the vicinity of the Encroachment. Grantee shall exercise diligence to avoid damaging any underground facilities, will notify Duke Energy immediately if any damage does occur, and reimburse Duke Energy for the costs of any repairs made necessary by such damage.

13. The Encroachment is subject to the paramount right of Duke Energy at all times to make use of Duke Energy's entire Easement Area for the construction, maintenance, reconstruction, and operation of electric lines. In the future, Duke Energy may require, within the N.C.G.S. 130A statute and the 15A NCAC .1900 rules, the relocation or modification of the Encroachment, and Grantee shall comply with the demand at no cost to Duke Energy within ninety (90) days after receipt of the written demand.

14. This Agreement is effective only insofar as the easement rights of Duke Energy in the Easement Area are concerned; and Grantee shall obtain from others such permission and permits as may be necessary from third parties.

15. Grantee assumes all risks incident to the Encroachment and does hereby release and shall indemnify, defend, and save harmless Duke Energy, its officers, directors, employees, contractors, and agents from and against claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorney's fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to property of Grantee, Duke Energy or others, (including environmental damages and hazardous or toxic waste cleanup) and injuries to or death of all persons, howsoever resulting, by reason of Grantee's use of the Encroachment.

16. The recitals set forth at the opening of this Agreement are incorporated herein as if fully restated in this Section 16.

17. Should Grantee desire or be required to contact Duke Energy for any reason related to this Agreement it shall contact Duke Energy's customer service center and request to speak to the land services group.

18. This Agreement shall be governed by the laws of the state of North Carolina without regard to the conflicts of law provisions therein. The parties agree that the proper venue for any dispute related to this agreement are the courts located in county in which the Property is located, and the parties hereby submit to the jurisdiction thereof.

19. This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties. The parties agree that the Easement shall remain in full force and effect. The only modifications to the terms thereof, caused by the Agreement, shall be those which are expressly stated in this Agreement.

20. The failure of Duke Energy in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.

21. This Agreement shall be recorded at Grantee's sole expense.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Duke Energy and Grantee have caused this Agreement to be signed under seal in their names, as of the date first above written.

DUKE ENERGY CAROLINAS, LLC (SEAL)
a North Carolina limited liability company

By: Carol Loyd (SEAL)

Name: Carol Loyd

Title: Manager Land Services

STATE OF NORTH CAROLINA
COUNTY OF Wake

The foregoing document was acknowledged before me this day of November 14th 2022, by Carol Loyd, as Manager of Land Service of **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company, who is personally known to me or who has produced Drivers License as identification.

KYLE BOYETTE NOTARY PUBLIC WAKE COUNTY, NC

Kyle Boyette
Official signature of Notary Public

Kyle Boyette
Notary Public printed or signed name

11/5/2024
My Commission expires:

For Grantee's Internal Use:
Work Order #: 47030585

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 14 day of November, 2022.

BORDEAUX MFL, LLC
a North Carolina limited liability company

_____ (SEAL)
Patrick E. Burke, Manager

STATE OF NC
COUNTY OF Iredell

I, Myan B Fox, a Notary Public of Iredell County, State of NC, certify that Patrick E. Burke, as Manager of BORDEAUX MFL, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

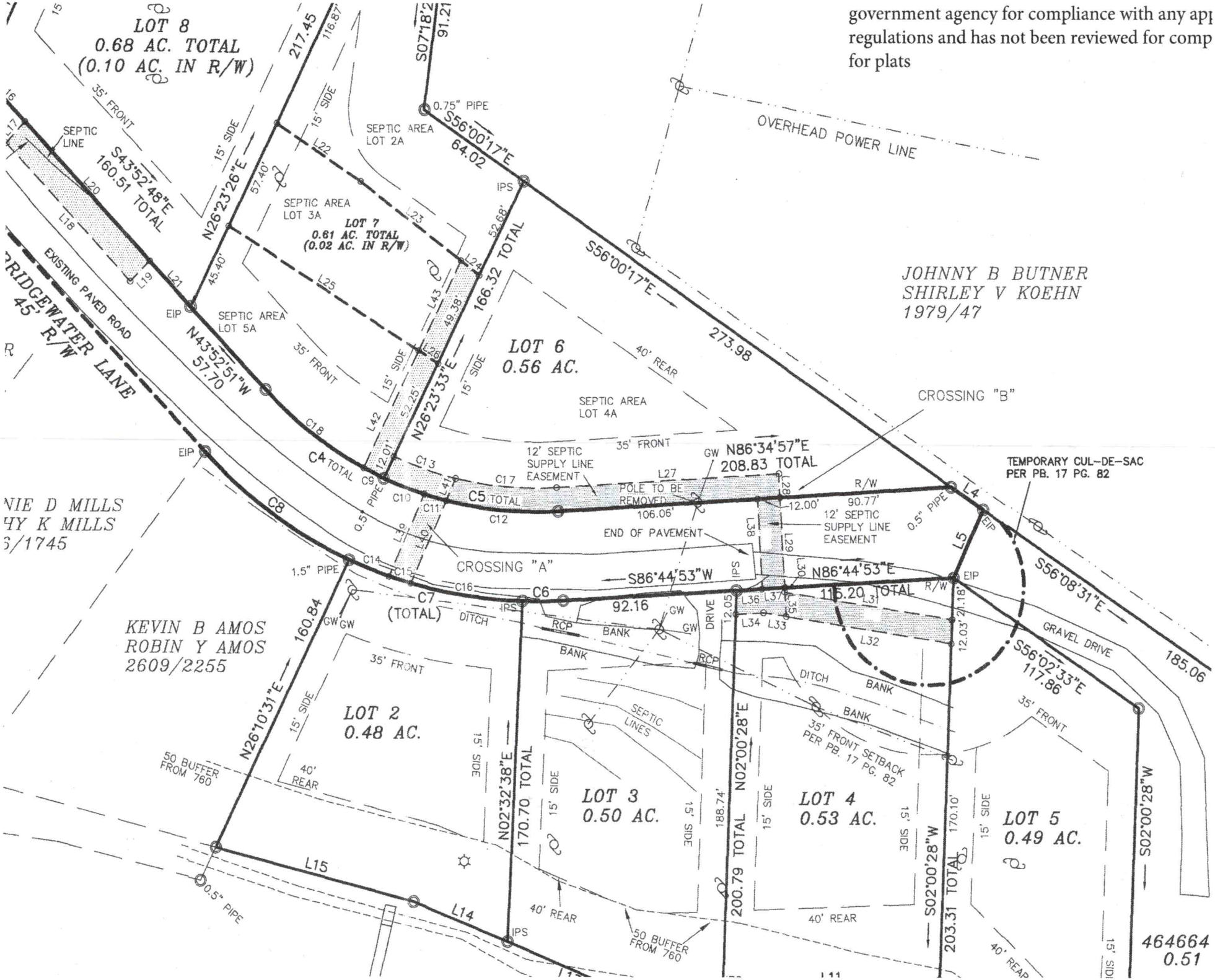
Witness my hand and notarial seal, this 14 day of NOV, 2022.

Notary Public: Myan B Fox
Commission expires: 1-1927

MEGAN B. FOX
NOTARY PUBLIC
Iredell County, North Carolina
My Commission Expires 1-1927

For Grantee's Internal Use:
Work Order #: 47030585

government agency for compliance with any app
regulations and has not been reviewed for comp
for plats



Type: CONSOLIDATED REAL PROPERTY
Recorded: 12/21/2022 1:37:55 PM
Fee Amt: $26.00 Page 1 of 6
Revenue Tax: $0.00
Iredell County, NC
Renee L. Holland Register of Deeds

BK 2966 PG 1194 - 1199

Drawn by and return to:
McMillan, Psaroudis & Markey, PA (wtw)
6101 Carnegie Blvd., Suite 310
Charlotte, NC 28209

STATE OF NORTH CAROLINA)
)
COUNTY OF IREDELL)

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") made and entered into this 20th day of December 2022, by and between Bordeaux MFL, LLC ("Bordeaux") (herein as "Grantor") and Bordeaux MFL, LLC (herein also as "Grantee") (Grantor and Grantee are each a "Party" to this Agreement and may be referred to collectively herein as the "Parties") for the purposes of creating and reserving an easement for the installation and servicing of a wastewater and septic system among those properties hereinafter specified.

RECITALS

WHEREAS, Bordeaux is the owner of the following tracts of land lying and being in the Town of Davidson, Iredell County, North Carolina, and being more particularly described as: Being all of Lots 2, 3, 4, 5, 6, and 7 of Hager Point Subdivision as same is shown on map thereof recorded in Map Book 17 at Page 82 in the Office of the Register of Deeds for Iredell County, North Carolina; and

WHEREAS, the Parties intend for Lot 7 to service Lots 2, 3 and 5 as a septic field; and

WHEREAS the Parties intend for Lot 6 to service Lot 4 as a septic field; and

WHEREAS there currently exists no wastewater and septic system among the Lots in order to accomplish this objective; and

WHEREAS, in order to install the desired wastewater and septic system for the affected Lots the supply line would need to cross over Bridgewater Lane and also through Lots 6 and 7; and

EASEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, their successors and assigns, does grant unto the Grantee an exclusive easement over, upon, under, through and across the aforementioned Bridgewater Lane, and Lot 7 and Lot 6, for the following purposes and to the extent as set out herein:

Submitted electronically by "McMillan Psaroudis & Markey, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

1) Grantor does grant unto Grantee, its successors, heirs and assigns the right to install and maintain a wastewater and septic system and septic lines in the area as described in Exhibit A ("Easement Area") and as is notated as the "Supply Line Easement" on the attached Exhibit B, for the transmission and deposit of waste, and a general right of egress and ingress to travel upon the aforementioned Easement Area, for the purpose of such installation, maintenance, operation, and repair.

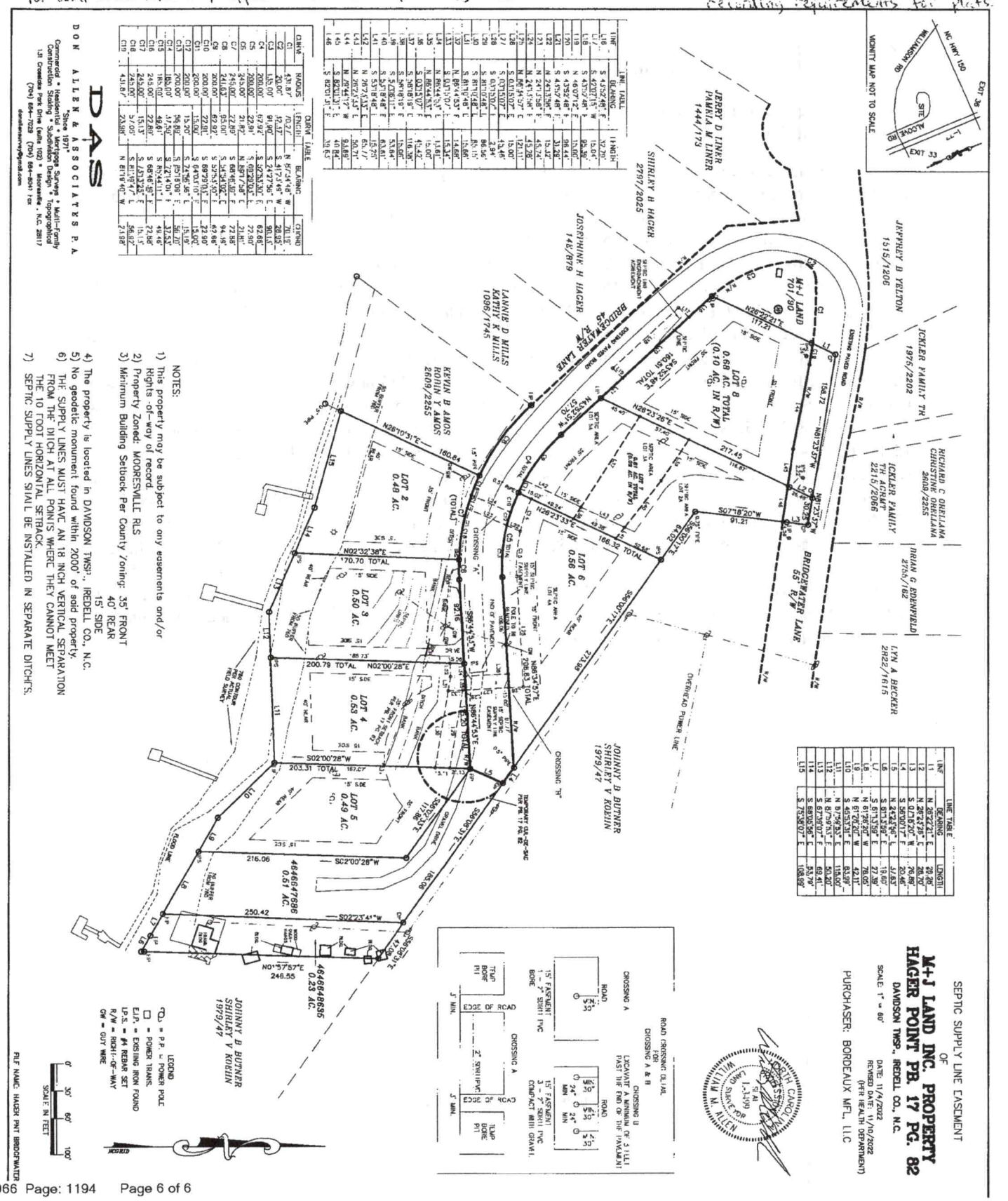
The Parties shall retain the right to use the Easement Area for any purpose not inconsistent with the uses herein granted unto each other. Each Party providing an easement to the other shall not obstruct, by means of constructing structures, fences or otherwise, the other Party's rights to use the easement area for the purposes granted herein.

This Agreement and the exclusive easements herein shall remain valid for as long as the wastewater system is required for the facility that it is designed to serve. Notwithstanding the foregoing, these exclusive easements hereby reserved, and all agreements and terms set forth herein, shall run with the land and shall be binding upon all subsequent owners of the property over which the above-described easements extend.

SIGNATURE PAGES OF THE PARTIES TO FOLLOW

Exhibit B
Easement Agreement

This map may not be a certified 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.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 26°22'21" E	28.28'
L2	N 28°24'28" E	28.70'
L3	S 07°18'20" W	76.89'
L4	S 56°00'17" E	20.46'
L5	N 34°24'56" E	31.83'
L6	S 81°13'39" E	19.69'
L7	S 81°13'39" E	27.39'
L8	N 81°28'20" W	78.05'
L9	N 81°28'20" W	42.17'
L10	S 45°53'31" E	83.39'
L11	N 87°59'32" E	118.00'
L12	N 87°59'32" E	50.20'
L13	N 87°59'32" E	50.20'
L14	S 87°59'32" W	63.41'
L15	S 34°38'07" E	108.98'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S 45°52'48" E	32.20'
L17	S 45°52'48" E	56.04'
L18	S 45°52'48" E	13.00'
L19	N 46°07'12" E	13.00'
L20	S 45°52'48" E	96.44'
L21	S 45°52'48" E	31.28'
L22	N 24°13'36" E	13.42'
L23	N 24°13'36" E	45.24'
L24	N 24°13'36" E	45.28'
L25	N 06°34'57" E	121.11'
L26	S 01°15'07" E	15.00'
L27	S 01°15'07" E	13.48'
L28	S 01°15'07" E	2.94'
L29	S 81°10'48" E	86.56'
L30	S 81°10'48" E	89.15'
L31	S 81°10'48" E	15.00'
L32	S 01°15'07" E	15.34'
L33	N 81°10'48" W	15.00'
L34	N 86°44'53" E	13.81'
L35	N 86°44'53" E	15.00'
L36	S 03°15'07" E	41.42'
L37	S 86°18'18" E	116.38'
L38	S 86°18'18" E	15.06'
L39	S 25°08'11" E	53.64'
L40	S 25°08'11" E	63.61'
L41	S 53°18'48" E	15.75'
L42	N 26°23'33" E	65.11'
L43	N 26°23'33" E	50.71'
L44	N 26°44'17" W	94.89'
L45	S 82°01'31" E	40.84'
L46	S 82°01'31" E	39.63'

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	431.87'	70.27'	N 87°54'48" W	70.19'
C2	431.87'	28.30'	S 41°23'48" E	28.25'
C3	431.87'	41.97'	S 47°34'48" E	41.95'
C4	200.00'	61.90'	S 54°27'36" E	61.65'
C5	200.00'	27.91'	S 60°20'00" E	27.89'
C6	200.00'	21.82'	N 89°17'48" E	21.81'
C7	245.00'	22.80'	S 68°46'38" E	22.80'
C8	245.00'	95.00'	S 54°34'02" E	94.46'
C9	200.00'	62.92'	S 52°54'02" E	62.66'
C10	200.00'	22.81'	S 69°29'03" E	22.80'
C11	200.00'	15.00'	S 64°03'10" E	15.00'
C12	200.00'	15.20'	S 74°56'36" E	15.19'
C13	200.00'	56.89'	S 85°18'09" E	56.70'
C14	185.00'	37.50'	S 72°14'01" E	37.43'
C15	185.00'	48.61'	S 85°44'11" E	48.46'
C16	245.00'	22.80'	S 68°46'38" E	22.80'
C17	245.00'	15.13'	S 63°33'32" E	15.13'
C18	245.00'	51.05'	S 81°19'47" E	50.97'
C19	431.87'	23.38'	N 87°19'40" W	23.38'

Book: 2966 Page: 1194

EXHIBIT A

LEGAL DESCRIPTION FOR EASEMENT AGREEMENT

Lying and being in Davidson Township, Iredell County, NC and being more particularly described as follows.

Beginning at an iron pin located on the southern right-of-way of Bridgewater Lane (45' right-of-way) and the common corner of Lot 4 & 5 Hager Point; thence S. 02-00-28 W. 21.13' to the true point of beginning; thence along the northern easement line of the 15' septic supply easement sewer (7) calls as follows: 1) N. 81-10-48 W. 86.56' 2) N. 03-15-07 W. 2.94' 3) N. 03-15-48 W. 45.46' 4) N. 03-15-48 W. 15.00' 5) S. 86-34-57 W. 121.11' 6) With a circular curve to the right having a radius of 185.00' and a arc length of 49.61' (N. 85-44-11 W 49.46); 7) With a circular curve to the right having a radius of 185.00' and an arc length 37.59' (chord N. 72-14-01- W. 37.53') to a point on the common line of Lot 6 & Lot 7 Hager Point recorded in plat book 17 page 82) thence with the common line of Lot 6 & 7 of Hager Point S. 26-23-33 W. 15.02' to a ½ pipe located on the northern right-of-way of Bridgewater Lane thence along the northern right-of-way c10 with a circular curve to the left having a radius of 200.00' and a arc length of 22.9'1 (chord bearing S. 69-29-03 E. 22.90') thence crossing said road three (3) calls as follows: 1) S. 24-13-58 W. 45.28' 2) with a circular curve to the left having a radius of 245.00' a arc length of 15.13' (S. 73-13-25 E. 15.13'); 3) N. 24-13-58 E. 45.74' to a point on the northern right-of-way of Bridgewater Lane, thence along the said right-of-way two calls as follows: 1) with a circular curve to the left having a radius of 200.00' a arc length of 56.89' (chord S. 85-16-09 E. 56.70'); 2) N. 86-34-57 E. 106.06' to a point thence crossing Bridgewater Lane S. 03-15-17 E. 45.42' to a point; thence with the southern right-of-way of Bridgewater Lane S. 86-44-53 W. 13.61' thence S. 02-00-28 W. 15.06' thence along the southern easement line of the 15' supply line easement (3) calls as follows: 1) N. 86-44-53 E. 14.68' 2) S. 81-10-48 E. 15.66' 3) S. 81-10-48 E 85.15' to a point on the common line of Lot 4 and Lot 5 of Hager Point thence with the common line N. 02-00-28 E. 15.11' to the point and place of beginning according to a survey by Don Allen & Associates PA dated November 10, 2022.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date set opposite their names.

GRANTOR:

Bordeaux MFL, LLC
a North Carolina limited liability company

_____(Seal)
Patrick E. Burke, Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

I, William T. Wallace, a Notary Public for Mecklenburg County and the aforesaid State, do hereby certify that Patrick E. Burke, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Manager of Bordeaux MFL, LLC, a North Carolina limited liability company, and that as Manager, having the authority to do so, did voluntarily execute the foregoing instrument for the purposes stated therein on behalf of said company.

Witness my hand and official seal, this 20th day of ~~November,~~ December, 2022.

_____
Notary Public

My Commission Expires: 05/30/2027

William T. Wallace
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires 05/30/2027

GRANTEE:

Bordeaux MFL, LLC
a North Carolina limited liability company

_____(Seal)
Patrick E. Burke, Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

I, William T. Wallace, a Notary Public for Mecklenburg County and the aforesaid State, do hereby certify that Patrick E. Burke, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Manager of Bordeaux MFL, LLC, a North Carolina limited liability company, and that as Manager, having the authority to do so, did voluntarily execute the foregoing instrument for the purposes stated therein on behalf of said company.

Witness my hand and official seal, this 20th day of ~~November,~~ December 2022.

_____
Notary Public

My Commission Expires: 05/30/2027

William T. Wallace
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires 05/30/2027