Type: CRP
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Iredell County, NC
Maureen P. Purcell Register of Deeds
BK 2908 PG 1648-1654

NORTH CAROLINA

IREDELL COUNTY

NORTH CAROLINA DISTRIBUTION ENCROACHMENT AGREEMENT FOR NITRIFICATION FIELD ENCROACHMENTS

THIS North Carolina Distribution Encroachment Agreement for Nitrification Field Encroachments ("Agreement"), made this 1st day of April, 2022, by and between EnergyUnited Electric Membership Corporation, a North Carolina Corporation ("EnergyUnited"), and CMH Homes, Inc. ("Grantee").

WITNESSETH:

WHEREAS, Grantee is the owner of a parcel of land situated in Iredell County, North Carolina, and being the land described in a deed from Betty S. Sloan, dated 03/04/22, and recorded in Deed Book 2901, Page 922 of the Iredell County Registry and being more particular descried as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, EnergyUnited has previously acquired a 30-foot-wide powerline easement area over the Property on which easement area EnergyUnited maintains and operates electrical facilities (the "Easement Area"); and

WHEREAS, 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, EnergyUnited, insofar as EnergyUnited's rights are concerned, hereby authorizes Grantee, its heirs 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:

1. Grantee shall construct, install, operate and maintain the Encroachment within the metes and bounds as shown on a map dated 2/1/2022 and entitled septic permit attached hereto as Exhibit A and incorporated herein by reference (the "Maps"). Other than removing the Encroachment, Grantee shall not alter or add to the Encroachment in any way without receiving prior written consent from EnergyUnited. Should Grantee perform any work in the Easement Area without the prior written consent of EnergyUnited, should it fail to perform the work in a manner consistent with the specifications approved by EnergyUnited, or should the Encroachment threaten any EnergyUnited facility, then Grantee shall be liable to EnergyUnited for any costs EnergyUnited incurs while remedying actual or potential threats to EnergyUnited's facilities arising from such work.

R.O.T.C.

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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 EnergyUnited upon ninety (90) days written notice of EnergyUnited's desire to terminate.

3. EnergyUnited 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. EnergyUnited 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 EnergyUnited 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 EnergyUnited 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 EnergyUnited's Easement Area other than inert piping for septic draining purposes.

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

7. Grantee shall not utilize any equipment within EnergyUnited'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 EnergyUnited'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 EnergyUnited from any taxes or assessments which may be levied for or as a result of the Encroachment.

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

10. Grantee shall not do any digging, grading, or filling nearer than fifteen (15) feet to any of EnergyUnited's 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 EnergyUnited's Easement Area unless shown on the Map and approved by EnergyUnited. The surface of the Easement Area shall be properly graded, raked, and seeded after construction of the Encroachments is complete.

12. EnergyUnited 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 EnergyUnited immediately if any damage does occur, and reimburse EnergyUnited for the costs of any repairs made necessary by such damage.

13. The Encroachment is subject to the paramount right of EnergyUnited at all times to make use of EnergyUnited's entire Easement Area for the construction, maintenance, reconstruction, and operation of electric lines. In the future, EnergyUnited 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 EnergyUnited within ninety (90) days after receipt of the written demand.

14. This Agreement is effective only insofar as the easement rights of EnergyUnited 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 EnergyUnited, 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, EnergyUnited 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 EnergyUnited for any reason related to this Agreement, it shall contact EnergyUnited'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 EnergyUnited 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.

IN WITNESS WHEREOF, EnergyUnited and __CMH Homes, Inc. __ have caused this Agreement to be signed under seal in their names, as of the date first above written.

EnergyUnited Electric
Membership Corporation
A North Carolina Corporation

BY: _____
Name: Eileen A. Pierce
Title: Region Line Manager

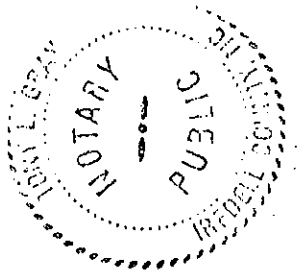
STATE OF NORTH CAROLINA)
)
COUNTY OF Iredell)

I, Tony L. Gray, a Notary Public of Iredell County and State aforesaid, certify that Eileen A. Pierce personally appeared before me this day and acknowledged that she is Region Line Manager of EnergyUnited Membership Corporation, a North Carolina Corporation, and that she, as Region Line Manager, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 01 day of April, 2022.

_____
Notary Public

My commission expires: 12-16-2022



Melissa Withers

BY: CMH Homes, Inc

Name: ~~John Putnam~~ Melissa Withers

STATE OF NORTH CAROLINA)
)
COUNTY OF Iredell)

I, Julie M. Caudle, a Notary Public of Iredell County and State aforesaid, certify that Melissa Withers personally appeared before me this day.

Witness my hand and official stamp or seal, this 1st day of April 2022.

Julie M. Caudle

Notary Public

(SEAL)

JULIE M. CAUDLE NOTARY PUBLIC IREDELL COUNTY, N.C.

My commission expires: 5-16-26