

Responses to questions raised by Village of Pinehurst

Wo# 45897169
910 Chicken Plant Rd., Aberdeen
ROW – Sophie (working)

This form of easement seems very broad. It attaches to the whole 67-acre parcel, and does not specify where the easement will go - just a 30-foot-wide strip with wherever they install the Facilities as the centerline.

This is how we reference the property. The only way to really change this language is to have an Exhibit A at the requesting customer's expense. For this project, the new line indicated on the map (below) is the only work we propose. No additional poles are needing to be installed on the Village of Pinehurst property. We will be attaching a 140-foot line extension and down guy at the existing pole. Duke Energy will be paying for all of this infrastructure that is being put into place to serve this customer.

This is the most efficient approach, and will be the least disruptive to the Village of Pinehurst's property. Other options would require extensive tree trimming along the roadside 30-foot deep for approximately 500 feet, or would require setting approximately 3 new poles with extensive tree trimming.

In Section 1, the Electric Company also has access over property adjoining the Easement Area; This language is included to address access to our facilities in an emergency situation only.

In Section 4 it has the right to install Facilities beyond the boundaries of the Easement Area. Section 4 addresses miscellaneous maintenance work that might require minimal encroachment outside of our prescribed ROW, i.e., a longer guy wire due to a taller pole. We don't foresee this taking place on this project.

In Section 5 it has the right to relocate the Facilities and the Easement Area itself. Section 5 addresses relocation of the Duke Energy line due to NCDOT conflict, i.e., road widening. As deep as this pole sits in the property this pole should never have an impact from a DOT project.

The purpose of the Easement, on the first page, is very broad. The Facilities could be more than just lines serving a single home. And what are "communication purposes of Incumbent Local Exchange Carriers"? That's not defined - is it cell phone towers? Could there be big tower installations?

Additional line(s) and facilities (other than the ones shown on the drawing) would require a new easement if they are installed outside of the easement area we are seeking with the current easement agreement. This language addresses joint use partners attaching to our poles, i.e., Spectrum, BellSouth, etc. This does not give Duke Energy or any other utility the right to install a cell tower, etc., without going through the necessary steps in acquiring the

required permissions, etc. Only Primary power lines will be installed with this line extension. No other Utility company will be attached to the proposed line.

If Duke Electric is selling space to other utilities, does the Village get a portion of that profit? Duke does not “sell space” to other utilities. Per the utilities’ agreement, utilities will jointly use poles when feasible to reduce the amount of required, additional pole lines...limiting the footprint of utilities required space.

Is the Village getting anything for this other than the \$1.00? Duke does not pay for distribution ROW. The \$1 is for legal purposes to make this an executable contract. If the Village was to request/require compensation, the requesting customer would be responsible for any money due.

Apparently this spur line is meant to serve a new house going in on the north side of Chicken Plant. It appears that the Easement will run out through the main entrance drive to the Park. Will that interfere with future development of the Park? Section 6 says the Village can't put any structures or improvements that "may" interfere with the Easement.

The Main Entrance Drive to the park is approximately 120 feet from the proposed line extension. So, the overhead power line will not cross the main entrance driveway. The overhead line will cross part of the parking area.

Item 6 is to protect our easement area around our facilities. For example, you can't build a permanent structure within our 30-foot ROW of our powerline, but in all instances like this, if a decision is made to build a permanent structure, Duke Energy will work to relocate the line, if feasible, to accommodate the new structure.

Section 8 grants the Electric Company "all other rights and privileges reasonably necessary, in [their] sole discretion" for the operation of the Facilities.

We are using our standard easement language and this paragraph will need to stay in the easement. If necessary, we can agree to changing the reference to “sole” with “reasonable”

Should we narrow the location or scope of this at all?

The easement language is to cover a broad range of work that Duke Energy typically encounters, but in this instance, the highlighted section above sums up what is really at issue. Duke Energy will not construct or extend any additional facilities than what is proposed. Routine/necessary maintenance will be the only future work that will occur on this pole line. Any deviations, additions, etc., to this pole line would require Duke Energy to go through this same requesting process.

