



Permit Number:	EN2026-143 11	RC: Hickory
Easement TRACT:	Asset ID- 34486148	
Atlas Page:	111143A	
Station(s):	583+00	
Approval Date:	APPROVED By Jesse Lee at 5:17 pm, Jul 29, 2026	

PERMIT TO ENCROACH UPON PIEDMONT NATURAL GAS EASEMENT

This **PERMIT TO ENCROACH UPON PIEDMONT NATURAL GAS EASEMENT** (the “Permit”) is made by and between **DD Development & Construction** (the “GRANTEE”) and **PIEDMONT NATURAL GAS COMPANY, INC.** (“PIEDMONT”) with respect to (2) 2-inch PVC sewer lines placed as indicated in Exhibit A attached hereto (the “Facilities”).

WHEREAS PIEDMONT’s easement is located at or near 2264 Leo Lane in Denver, North Carolina within Catawba County;

WHEREAS, GRANTEE desires authority to encroach upon a portion of such easement area for the purposes described herein, and PIEDMONT is willing to permit those encroachments under the terms and conditions of this Permit.

NOW, THEREFORE, PIEDMONT for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it paid by GRANTEE, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, the right to encroach upon the portion of the easement area described herein pursuant and subject to the following terms and conditions:

Part I. TERMS AND CONDITIONS FOR ALL LAND USES

- Responsible Party.** PIEDMONT prefers, but does not require, that the party which will own, operate and maintain the completed Facilities (the “Facilities Owner”) execute this Permit as the GRANTEE. If GRANTEE is applying for this Permit to assist a third-party Facilities Owner, then GRANTEE understands and acknowledges that by entering into this Permit in place of the Facilities Owner, GRANTEE is the party obtaining the rights granted herein and is expressly assuming and accepting all responsibilities and obligations of GRANTEE contained herein, until such time as another party, whether it be the Facilities Owner or otherwise, expressly assumes and accepts the entirety of GRANTEE’S rights and obligations set forth herein by completing an assignment of the Permit pursuant to Section 9. PIEDMONT’s failure to object to a third-party Facilities Owner’s construction, operation, maintenance, or use of the Facilities without being assigned this Permit shall not be construed as a waiver of PIEDMONT’s right to require GRANTEE’s strict compliance with the terms hereof or as authorizing or consenting to any rights whatsoever in the third-party Facilities Owner. GRANTEE accepts responsibility for communicating the terms hereof to any third-party Facilities Owner so that it may determine if it prefers to be the party executing the Permit.

GRANTEE must ensure all current or future contractors, subcontractors, vendors, agents, employees, and representatives working in PIEDMONT’s easement area comply with all terms and conditions of this Permit. The use of any such party to perform work in connection with the Facilities shall not reduce, eliminate, or otherwise alter any of the obligations or responsibilities assigned to GRANTEE herein. If GRANTEE has already retained a contractor to perform such work, then such contractor shall also be required to sign and acknowledge this Permit as a condition of Piedmont granting the Permit.

- Work Notice Obligations.** GRANTEE will give the following PIEDMONT Resource Center representatives at least three business days’ written notice of the day on which work on the Facilities will begin, in order that arrangements can be made for necessary representatives of PIEDMONT to be present at PIEDMONT’s election. GRANTEE shall ensure construction plans reference the PIEDMONT contact requirement. In the event of any damages to PIEDMONT facilities property or injuries occurring during work on the Facilities, GRANTEE shall immediately report the nature and extent thereof to PIEDMONT.

RC REP:	Chris Anthony	RC:	11 Hickory
PHONE:	828-312-1191	E-MAIL:	Christopher.anthony@duke-energy.com

Work on the Facilities within PIEDMONT’s easement area is to be scheduled during PIEDMONT’s normal working hours. If GRANTEE requests work to be done outside of PIEDMONT’s normal working hours, GRANTEE shall reimburse PIEDMONT at PIEDMONT’s overtime rate for all hours required for supervision of the work and travel time.

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3. **General Work Requirements.** It is further understood and agreed:

- a. All current and future work shall be (i) conducted in a prudent, workmanlike manner and in conformity with any applicable laws, orders, rules, or regulations and specifications of any governmental or regulatory authority having jurisdiction over the easement area or Facilities and (ii) in accordance with any applicable designs, plans, drawings, specifications, and locations which have been reviewed and approved by Piedmont, as indicated on Exhibit A attached hereto and incorporated herein by reference.
- b. GRANTEE will contact the applicable 811 OneCall in the state in which the work is performed to have all underground facilities located prior to any construction activity within PIEDMONT's easement area. All underground facilities are to be clearly marked during the construction process.
- c. Except for approved permanent surface crossings or grade changes, any disturbance to the easement area resulting from any construction activities permitted hereunder shall be restored to its pre-construction condition and to the reasonable satisfaction of PIEDMONT.
- d. GRANTEE agrees not to begin any work within the boundaries of the easement area until this Permit has been executed by the Parties and shall comply with the Specific Work Requirements listed in Section 11.

4. **Piedmont Rights.** PIEDMONT reserves the right to maintain and repair its existing natural gas facilities and pipelines, to construct additional pipelines and facilities, and to fully exercise its easement rights which exist now or in the future, at any time and in such manner as PIEDMONT deems necessary or convenient for the proper operation of its pipelines or facilities. PIEDMONT's exercise of such rights shall be without liability for repairing or restoring the Facilities, or for the interruption of service or use of such Facilities, except to the extent such damage or interruption is caused by Piedmont Parties' (as defined in Section 6) gross negligence or willful misconduct.

If PIEDMONT, in its sole discretion, determines that the encroachment unreasonably interferes with the exercise of its easement rights, then upon written notice to GRANTEE, GRANTEE shall, at its expense and within sixty (60) days of such notice (or such other time as the parties may mutually agree), modify, relocate, or remove its Facilities in such manner as to facilitate PIEDMONT's continuing exercise of its easement rights; provided that PIEDMONT shall use good faith efforts to accommodate the modification or relocation of the Facilities within PIEDMONT's easement area and minimize the adverse impact on GRANTEE.

In the event of an emergency, in order to protect property or persons from damage or injury, PIEDMONT may require GRANTEE to make immediate repair or alteration of the Facilities, and if the same is not performed within such period of time as Piedmont reasonably requires under the circumstances, PIEDMONT may make or contract to make such repairs or alterations, at the sole risk and expense of GRANTEE.

Except to the extent expressly authorized herein, the exercise of any rights permitted to GRANTEE shall not alter, limit, or interfere with the rights of PIEDMONT under its easements. Nothing herein shall supersede the rights of PIEDMONT under its easements or be construed as expanding, creating, or granting GRANTEE any authority greater than the express terms of this Permit. This Permit does not constitute a transfer of an interest in land or PIEDMONT's rights granted in its easement.

5. **Term.** This Permit shall be effective as of the Approval Date listed at the top of this Permit. If construction of the Facilities has not begun within one year of such date or is not continuing thereafter at a reasonable pace, then this Permit shall automatically terminate, and the Facilities will need to be re-reviewed and reapproved by PIEDMONT before construction may begin. This Permit may also be terminated (i) by mutual consent, (ii) by PIEDMONT for GRANTEE's failure to cure a breach of the Permit to PIEDMONT's reasonable satisfaction within thirty (30) days (or such additional time as PIEDMONT may approve in its sole discretion) after written notice by PIEDMONT to GRANTEE of the default, (iii) by PIEDMONT immediately if PIEDMONT determines that GRANTEE'S breach of the Permit threatens the safety of property or persons, or (iv) automatically upon completion of the removal of all Facilities from PIEDMONT's easement area. Upon termination for (i) through (iii), GRANTEE shall remove or abandon the Facilities within such time period and in such manner as PIEDMONT may reasonably require.

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6. **Risk and Expense.** Except as expressly stated herein, GRANTEE acknowledges that the use of the easement area shall be at GRANTEE's sole risk and expense and that Piedmont Parties shall in no way be liable to GRANTEE for any costs, expenses, losses, damages, or liabilities incurred by GRANTEE in connection with its use of the easement area. To the extent permitted by law, GRANTEE shall indemnify, defend, and hold harmless PIEDMONT, its affiliates, partners, successors, assigns, and the respective officers, directors, employees, agents, and representatives of each such entity (the "**Piedmont Parties**") from and against any and all actions, suits, claims, damages, losses, liabilities, expenses (including reasonable attorneys' fees), and costs incurred by Piedmont Parties arising out of or in connection with, or by reason of, GRANTEE or its contractors, agents, employees, and representatives' use of the easement area or the existence of the Facilities, excluding claims which have been solely caused by the willful misconduct or negligence of Piedmont Parties. GRANTEE's indemnity obligations shall survive termination of the Permit.

As long as the Facilities are present in PIEDMONT's easement area, GRANTEE shall maintain adequate commercial general liability insurance coverage to meet the obligations of GRANTEE herein, either through a policy or policies of insurance or an approved program of self-insurance, and any other insurance required by law. GRANTEE agrees to provide certificates of insurance and other information reasonably necessary to assess coverage if requested by PIEDMONT.

7. **Additional Consents.** This Permit is based on PIEDMONT's representation to GRANTEE, and acceptance by GRANTEE, that PIEDMONT's easement is exclusive and/or superior to the rights of GRANTEE to occupy the easement area and that GRANTEE cannot cross or occupy PIEDMONT's easement area without this Permit. PIEDMONT makes no warranties or representations as to GRANTEE'S contemplated use of the easement area, and in no way shall be deemed to have consented to such use on behalf of the owner of the property on which the easement area exists. GRANTEE acknowledges that the consent of other parties (including, without limitation, the owner of the property, any mortgagee of such owner, of governmental agencies) may be required for GRANTEE to obtain rights over the property encumbered by the easement area.
8. **Facilities Modifications.** All future modifications, additions, repairs, maintenance, replacements, and removals of the Facilities will require submission of the plans and other information reasonably required by Piedmont for review and approval before such work may be performed. Submission of the work plans to PIEDMONT for risk assessment and review must occur at least sixty (60) days before the desired work start date. If the work is approved, PIEDMONT shall be provided notice before the actual start of work pursuant to Section 2. Notwithstanding the foregoing, all future activities limited solely to above-ground maintenance or repairs of the Facilities which do not require the use of heavy equipment within PIEDMONT's easement area may be completed by GRANTEE without providing notification to or obtaining prior approval from PIEDMONT.
9. **Assignment.** No assignment of this Permit by GRANTEE shall be valid without the approval of PIEDMONT, provided that PIEDMONT shall approve assignment of the Permit to a third-party Facilities Owner and shall not otherwise unreasonably withhold approval. Any approved assignee shall be required to assume and accept, in writing, the entirety of GRANTEE'S rights and obligations set forth herein pursuant to the Assignment and Assumption of Permit, which is attached hereto as Exhibit B and incorporated herein by reference, or pursuant to such other form as PIEDMONT may choose to accept.
10. **Miscellaneous.** The Permit shall be binding upon the parties hereto and their respective heirs, successors and assigns. The parties agree that this Permit constitutes the entire agreement between the parties concerning the subject matter hereof and may only be amended by a written document executed by the parties. No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. If any provision of this Permit is found to be invalid, illegal or unenforceable in any jurisdiction, for any reason, all other provisions hereof will remain in full force and effect. Headings are provided for the convenience and shall not affect the interpretation of any provision. This Permit shall be governed by the laws of the State in which the Facilities are located, without regard to conflicts of law provision. Any notice to GRANTEE under this Permit may be in writing and delivered via personal delivery, United States mail, or overnight delivery to the address listed in Part II below or such other address as GRANTEE may update with written notification to PIEDMONT. All fees or reimbursements due under the terms of this Permit are due within thirty (30) days of the receipt of an invoice by the reimbursing party.
11. **Specific Work Requirements.**
- a. Crossing MUST meet all Federal, State and local requirements with respect to safety and protection of the environment.

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- b. PIEDMONT representative must be on site during any excavation or installation within the PNG easement. This Permit must be accessible from the job site during construction.
- c. Excavating party/ GRANTEE must have a valid 811 national call-before-you-dig ticket on site at all times and a PIEDMONT representative SHALL be on-site during any work within PIEDMONT's easement.
- d. All crossings must be kept as close to perpendicular as possible or as approved per submitted encroachment application.
- e. Depth of pipeline crossing is to be maintained for the full distance across PIEDMONT Right of Way.
- f. No equipment should be used while stationary on top of pipelines (i.e. excavator sitting directly on top of pipeline while in use).
- g. Installations shall maintain a minimum of 2' of separation from PIEDMONT's high-pressure gas main, within the easement.
- h. Installation shall be via open trench. Boring is not permitted within the easement at this location.
- i. During backfilling operations, GRANTEE shall provide and install color coded warning ditch tape 12"-18" above their installation.
- j. Neither sheep's foot rollers nor vibratory feature on roller type compaction equipment is permitted within 5' of PIEDMONT's marked gas line; No **vibratory** or sheep's foot equipment may be used over the pipelines at any time.
- k. Cables must be encased in PVC or similar for the entire length across PIEDMONT's easement.
- l. MUST hand dig with 3' of each pipeline crossing unless onsite representative authorizes mechanical digging.
- m. GRANTEE shall not place any poles, guy wires, pedestals, vaults, hand holes, test boxes or other unapproved structures within PIEDMONT's easement.
- n. GRANTEE shall not utilize PIEDMONT's easement for equipment or material storage.
- o. At the conclusion of this encroachment, the PNG Easement shall be restored to pre-construction condition or better.
- p. This permit is limited to the activities specifically noted herein; any additional activities to be performed within the Piedmont Natural Gas Easement will require additional Encroachment permitting prior to performance.

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Part II. EXECUTION

The parties acknowledge that each has had an opportunity to review and understand the terms of the Permit, and the individual signors acknowledge and represent that he or she is duly authorized to execute this Permit. The parties agree that (i) electronic signatures shall be as effective as if originals, (ii) that this Permit may be signed in counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same agreement, and (iii) the Permit may be delivered by electronic communication in portable document format (.pdf).

DD DEVELOPMENT AND CONSTRUCTION, LLC 19315 W CATAWBA AVE, CORNELIUS, NC 28031
(GRANTEE's Name) (Address) (State) (Zip)

DANIEL RENDLENS, VICE PRESIDENT DANIEL@DD-DEVELOP.COM
(Print Signer's Name and Title) E-MAIL

BY:  7/28/26 704-654-7538
(Signature of Signer) (Date) (Telephone)

In witness whereof, Grantee's contractor hereby executes this Permit to acknowledge the existence and terms of this Permit.

(CONTRACTOR's Name) (Address) (State) (Zip)

(Print Signer's Name and Title) E-MAIL

BY: _____
(Signature of Signer) (Date) (Telephone)

Part III. APPROVAL

To the extent of its rights or interest and without warranty, PIEDMONT hereby approves this Permit for the encroachment described in this Permit.

Ebony Wiggins
Signature
Ebony Wiggins
Manager – Land Services
Piedmont Natural Gas Company, Inc.

7/29/2026
Date

APPROVED

By Jesse Lee at 5:17 pm, Jul 29, 2026

PLEASE RETURN SIGNED DOCUMENT TO:

PIEDMONT NATURAL GAS
525 S. Tryon St., Mailcode-21B - Charlotte, NC 28202
LandTransmissionROW@duke-energy.com
Attn: Land Management

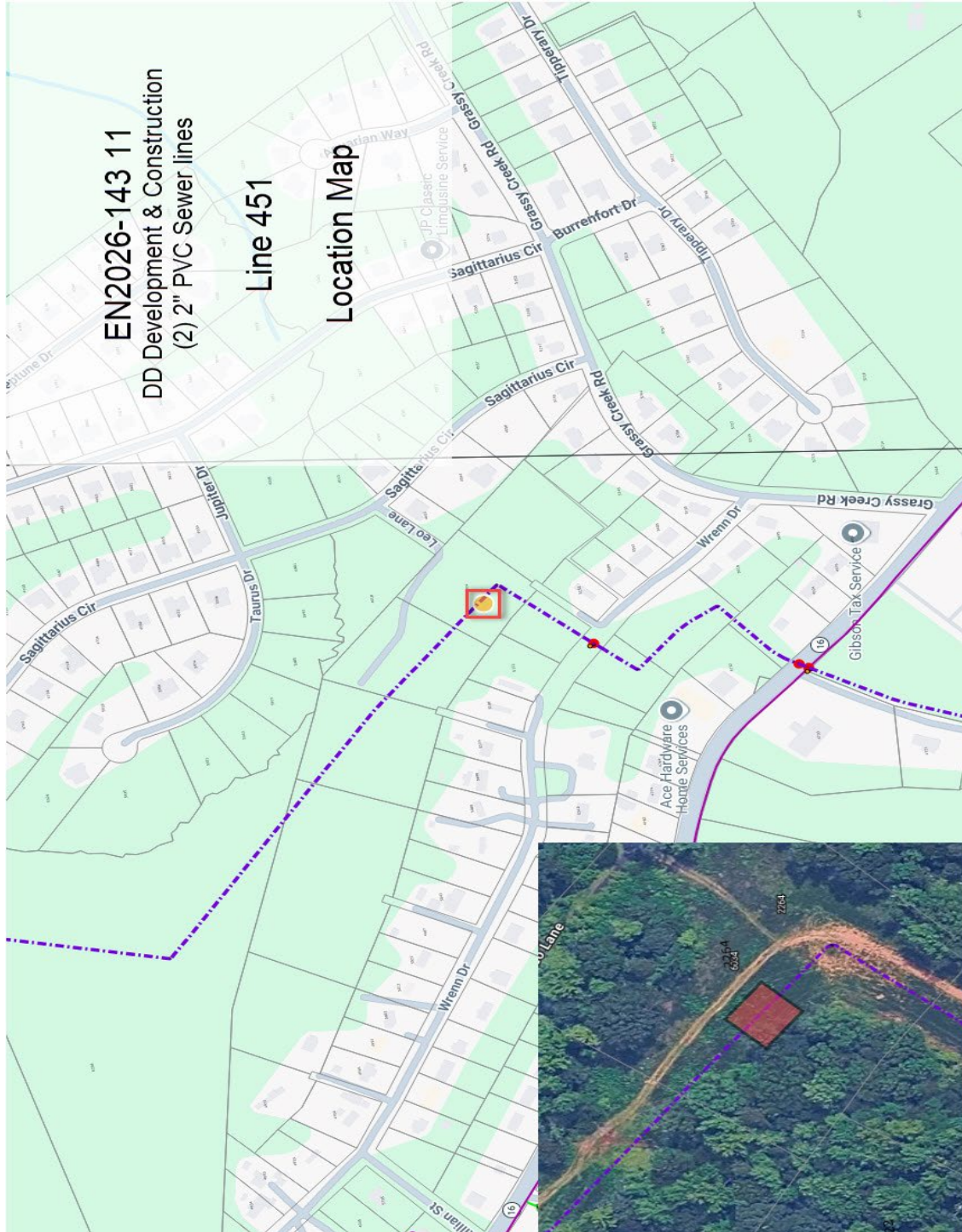
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Part IV. COMPLETION

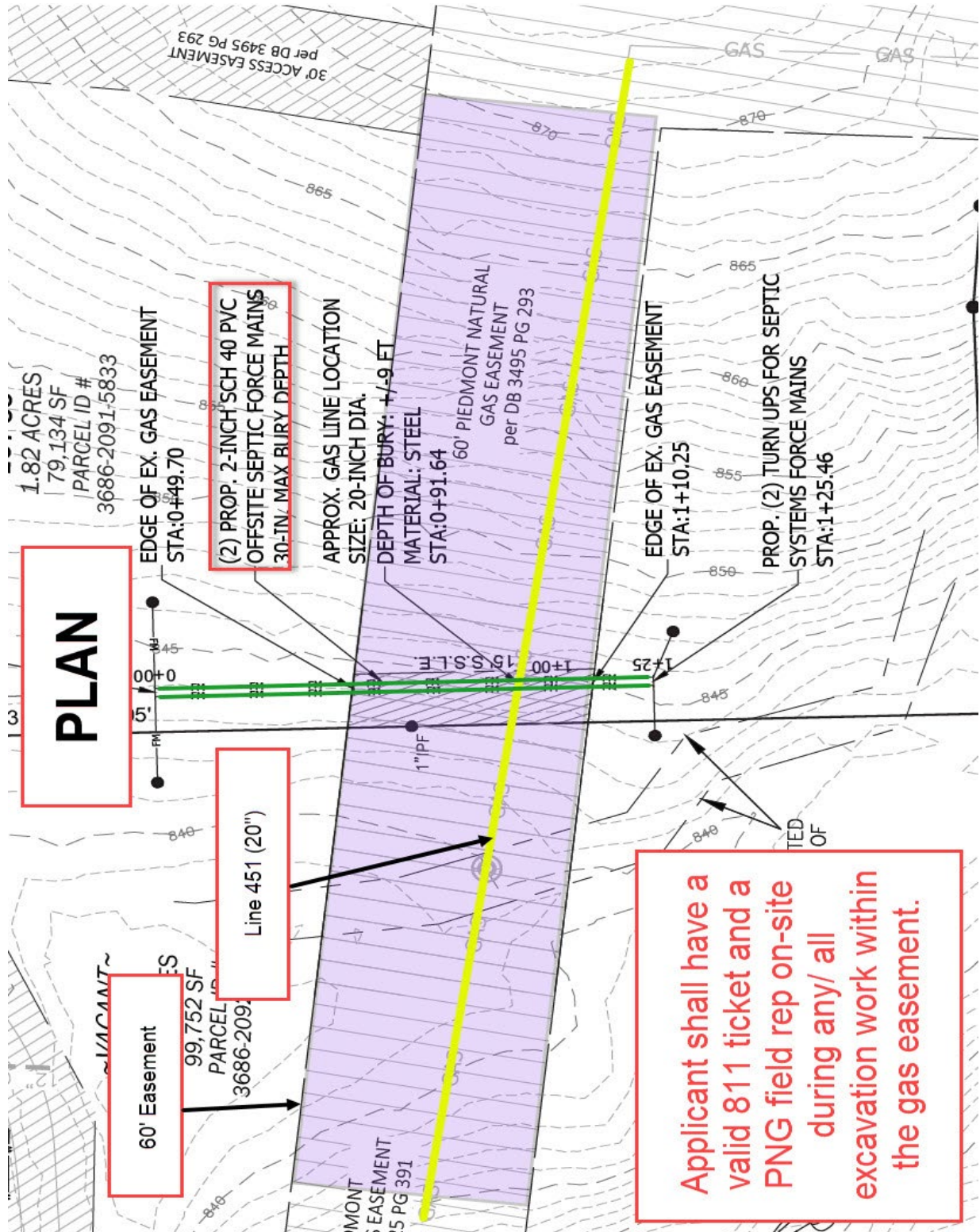
Company Use Only			
Completion Log	Date	PNG Rep	Action
Approved Permit	7/29/2026	Jesse Lee	Copy to RC & GRANTEE
Archive-Land Department			Filed in Land Records Storage
Encroachment Work Complete by RC			Date & return to LandTransmissionROW@duke-energy.com
Encroachment Object Entry			Permit sent to GIS
GIS Entry Complete			Acknowledge & Return to Land Department

EXHIBIT A

PLANS, DRAWINGS, AND SPECIFICATIONS



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Applicant shall have a valid 811 ticket and a PNG field rep on-site during any/ all excavation work within the gas easement.

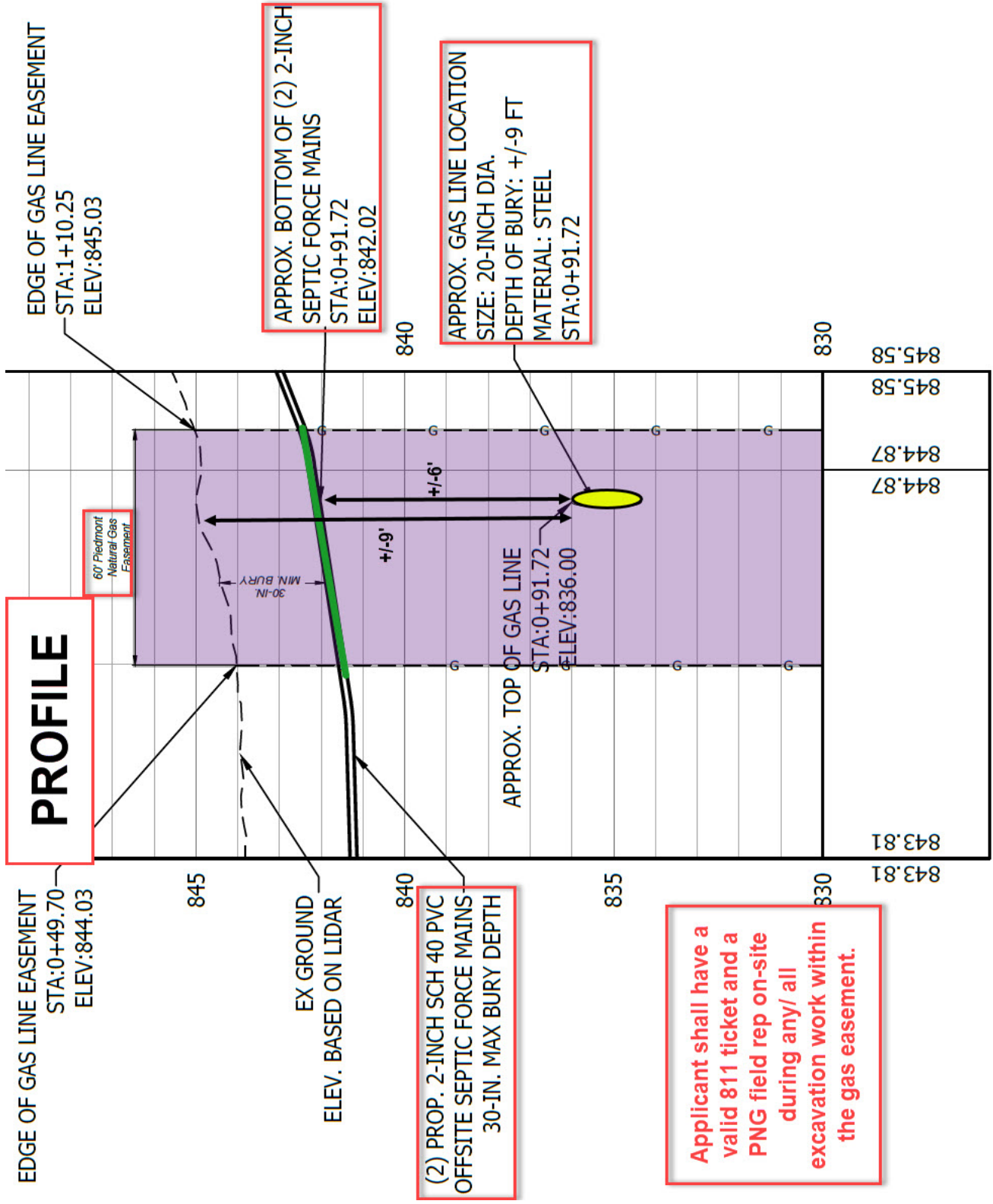


EXHIBIT B

Assignment and Assumption of Permit

NOTE TO GRANTEE: EXHIBIT B IS AS AN EXAMPLE TEMPLATE AND IS NOT MANDATORY. IT MAY BE USED IF (I) GRANTEE HAS OBTAINED THE PERMIT INSTEAD OF A THIRD-PARTY WHO WILL OWN/OPERATE THE COMPLETED FACILITIES, AND (II) GRANTEE WANTS THE PERMIT RIGHTS AND OBLIGATIONS ASSIGNED TO SUCH OWNER.

This Assignment of Permit to Encroach Upon Piedmont Natural Gas Easement (“Assignment”) is entered into by and between _____ (“Assignor”), and _____ (“Assignee”).

WHEREAS, Assignor and Piedmont Natural Gas Company, Inc. (“Piedmont”) entered into a **Permit to Encroach Upon Piedmont Natural Gas Easement** (“Permit”) having an approval date of _____ and being permit number _____, under which Piedmont granted to Assignor the right to encroach upon certain Piedmont easement area pursuant to the terms described in the Permit.

WHEREAS, Assignor has the right to assign the rights and obligations granted to it by the Permit, subject to the terms therein.

WHEREAS, the parties have mutually agreed that Assignor will assign its rights and obligations under the Permit to Assignee.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the receipt and legal sufficiency of which are hereby duly acknowledged, the parties agree as follows:

Assignment. Assignor hereby assigns to Assignee, and Assignee hereby assumes and accepts from Assignor, the assignment of the entirety of Assignor’s rights and obligations under the Permit in connection with the following facilities: _____ (the “Assigned Facilities”). By acceptance of this Assignment, Assignee agrees to assume, perform and discharge all obligations, covenants and liabilities whatsoever of Assignor under the terms of the Permit in connection with or related to the Assigned Facilities. Assignor fully retains all rights and obligations in connection with or related to any facilities authorized by the Permit other than the Assigned Facilities, if any.

Effective Date. This Assignment will be in effect from the date on which Piedmont executes this Assignment to indicate its consent and will continue in full force and effect until such time as the Permit is terminated or Piedmont approves the assignment of the Permit by Assignee to another party, such approval not to be unreasonably withheld.

No Other Rights or Uses. Subject to any rights, title and interest in and to the property on which Piedmont’s easement area is located which Assignee may possess independent of this Assignment, Assignee agrees that it shall use Piedmont’s easement area only in accordance with the terms and conditions set forth in the Permit. Nothing in this Assignment shall be construed as altering, amending or affecting said Permit or any of the conditions and provisions thereof.

Miscellaneous. The parties acknowledge and agree that this Assignment shall inure to the benefit of and be binding upon Assignor, Assignee and their respective heirs and successors. This Assignment is the entire agreement between Assignor and Assignee, and no additional or different representation, promise or agreement, oral or otherwise, shall be binding on any party to this Assignment. This Assignment shall be governed by the laws of the State in which the facilities authorized by the Permit are located, without regard to conflicts of law provision. If this Assignment is signed in

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counterparts, then all of them together constitute one instrument. Assignee designates the following address for notice under the Permit: _____.

IN WITNESS WHEREOF, the parties have executed this Assignment by proper authorized representatives.

[ASSIGNEE]

By: _____

Name: _____

Title: _____

[ASSIGNOR]

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Piedmont Natural Gas Company, Inc. hereby joins in the execution of this Permit solely to acknowledge its consent to the assignment described herein.

PIEDMONT NATURAL GAS COMPANY, INC.

CONSENTED AND AGREED TO

This ____ day of _____

By: _____

Name: _____

Title: _____