

April 28, 2023

VIA ELECTRONIC DELIVERY

Shonta Dunston
Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, North Carolina

RE: Duke Energy Progress, LLC's Proposed Deviation of Approved, New 230
kV Transmission Line in Chatham County, North Carolina
Docket No. E-2, Sub 1288

Dear Ms. Dunston:

On September 13, 2022, the Commission issued a Certificate of Environmental Compatibility and Public Convenience and Necessity to Duke Energy Progress, LLC ("DEP") in the above-referenced docket to construct approximately 1.3 miles of new 230-kV transmission line Chatham County, North Carolina. Previously, the Commission had cancelled the public and expert hearings because there were no significant protests filed in the docket. In its Order Granting Certificate, the Commission held that (1) DEP had carried its burden of proof demonstrating that the proposed transmission is necessary for an adequate and reliable supply of electric energy to its service area, and that (2) DEP demonstrated that Route 1 is the preferred transmission route and that construction of a transmission line along Route 1 is in the public interest and the proposed costs associated therewith are reasonable.

The entirety of the approved transmission tap line route ("approved route") is located on property owned by CP South, LLC ("CP South"), the developer of Chatham Park, a 7,000 acre mixed used development in Pittsboro, Chatham County, North Carolina. During negotiations to acquire the easement for the proposed transmission tap line, CP South approached DEP to request an easement across the substation parcel on which to extend Eubanks Road, a future connector road that travels north-to-south across the Chatham Park development. DEP confirmed that this roadway is reflected within the Town of Pittsboro's future transportation infrastructure and the NC Department of Transportation future roadway maps. Eubanks Road will travel across the southern tip of the substation property, which was purchased by DEP in 2018, and avoid impacts to nearby single-family residences.

In order to accommodate the location and maintain safe separation from the proposed road right-of-way, DEP line engineering adjusted and redesigned the transmission tap line route (“the alternative route”). The approved route begins at the Harris Plant – Siler City 230kV line and proceeds north directly adjacent and parallel to the existing Bynum 230kV Tap line for 1 mile before separating from the Bynum 230kV Tap at Structure 11. Then, the approved route heads east, then northeast for approximately 1900 feet to a termination at the proposed substation site. The alternative route also begins at the same point as the approved route and proceeds directly adjacent and parallel to the existing Bynum 230kV Tap before separating from the Bynum 230kV Tap at Structure 11 of the Bynum Tap. From there, the alternative route diverges from the approved route and proceeds in a northeastern direction for approximately 1,000 feet then turns northerly for approximately 750 feet to the same termination point at the proposed substation site. For reference, a map comparing the approved route and alternative route is on the second page of Attachment A. The alternative route is marked green, and the approved route is purple.

The alternative route is a slightly shorter overall route. It reduces the transmission structures needed for the tap line via removal of one 3-pole dead end structure and one H-frame tangent structure from the original conceptual design. However, the alternative route results in portions of the line right-of-way crossing a third-party property owned by John W. Farrell. DEP representatives engaged Mr. Farrell to discuss the alternative route and easements required across his property. In March 2023, Mr. Farrell granted an easement to DEP for approximately 0.33 acres for portions of the right-of-way that cross his property. The Farrell Easement areas are shown on the map of page 3 of Attachment A. The easement documentation is attached as Attachment B. No easements or other land rights will be required from any other third parties, nor will any other parcels of land be impacted as a result of this reroute. Therefore, despite the additional payment for the easement, the overall material and construction cost for the project will be slightly reduced by the alternative route.

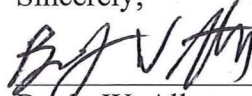
Under Commission Rule R8-62(d), an applicant shall file a written summary with the Commission explaining any proposed deviation from the approved certificate, unless the deviation is insignificant. DEP views this proposed deviation as insignificant because (1) the proposed deviation only impacts one additional property owner, who has already granted DEP an easement for the right-of-way, (2) the proposed deviation will not cause additional impacts to any other adjacent property owners, and (3) the alternative route is expected to reduce the overall costs of the project and would not otherwise impact the route selection decision. Nonetheless, because of the subjective nature of determining the significance of a proposed deviation, the Company is providing this notification of the proposed deviation for informational purposes.

Due to the minimal impacts resulting from this proposed deviation, the Company does not believe it should be required to file an application for an amended certificate. The proposed deviation does not require any amendments to the Company’s certificate. The project remains approximately 1.3 miles of new 230 kV transmission to allow interconnection of a new 230kV/23kV substation to serve the Pittsboro area to DEP’s

existing transmission network. Furthermore, the certificate is still subject to all federal and state permits. However, if the Public Staff or Commission have any questions concerning the proposed deviation, DEP can provide additional information.

Thank you for your assistance in this matter.

Sincerely,



Brady W. Allen

The Allen Law Offices, PLLC

4030 Wake Forest Rd., Suite 115

Raleigh, NC 27609

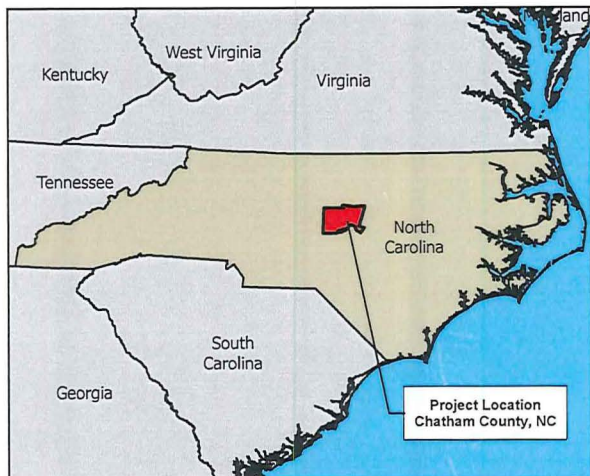
Brady.Allen@theallenlawoffices.com

(919) 838-5175

Enclosure

cc: William E. H. Creech
Public Staff Attorney
North Carolina Utilities Commission
zeke.creech@psncuc.nc.gov

Tom Felling
Public Staff Attorney
North Carolina Utilities Commission
Thomas.Felling@psncuc.nc.gov



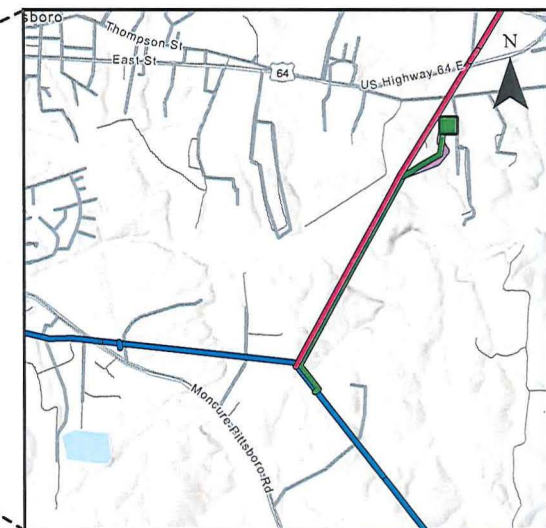
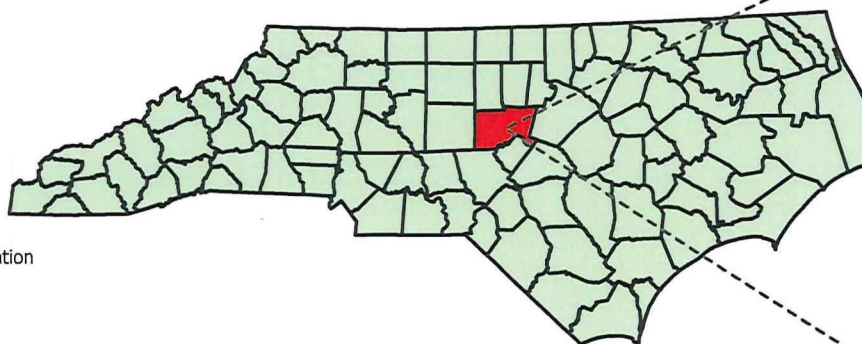
Attachment A



HARRIS PLANT-SILER CITY 230kV LINE (OL207)

LEGEND

- Proposed Pittsboro Hanks Chapel 230kV Substation
- Pittsboro Hanks Chapel 230kV Tap Line
- Harris Plant-Siler City 230kV Line
- Bynum 230kV Tap Line
- Original Route Centerline
- Roads



909 CAPABILITY DRIVE, SUITE 2700
RALEIGH, NORTH CAROLINA 27606
(919) 355-5530
www.pickettusa.com
C.A. Number 31323

DUKE ENERGY PROGRESS

Scale: NTS
Drawn By: AM
Engineer: BJW
County: Chatham
Cover Sheet

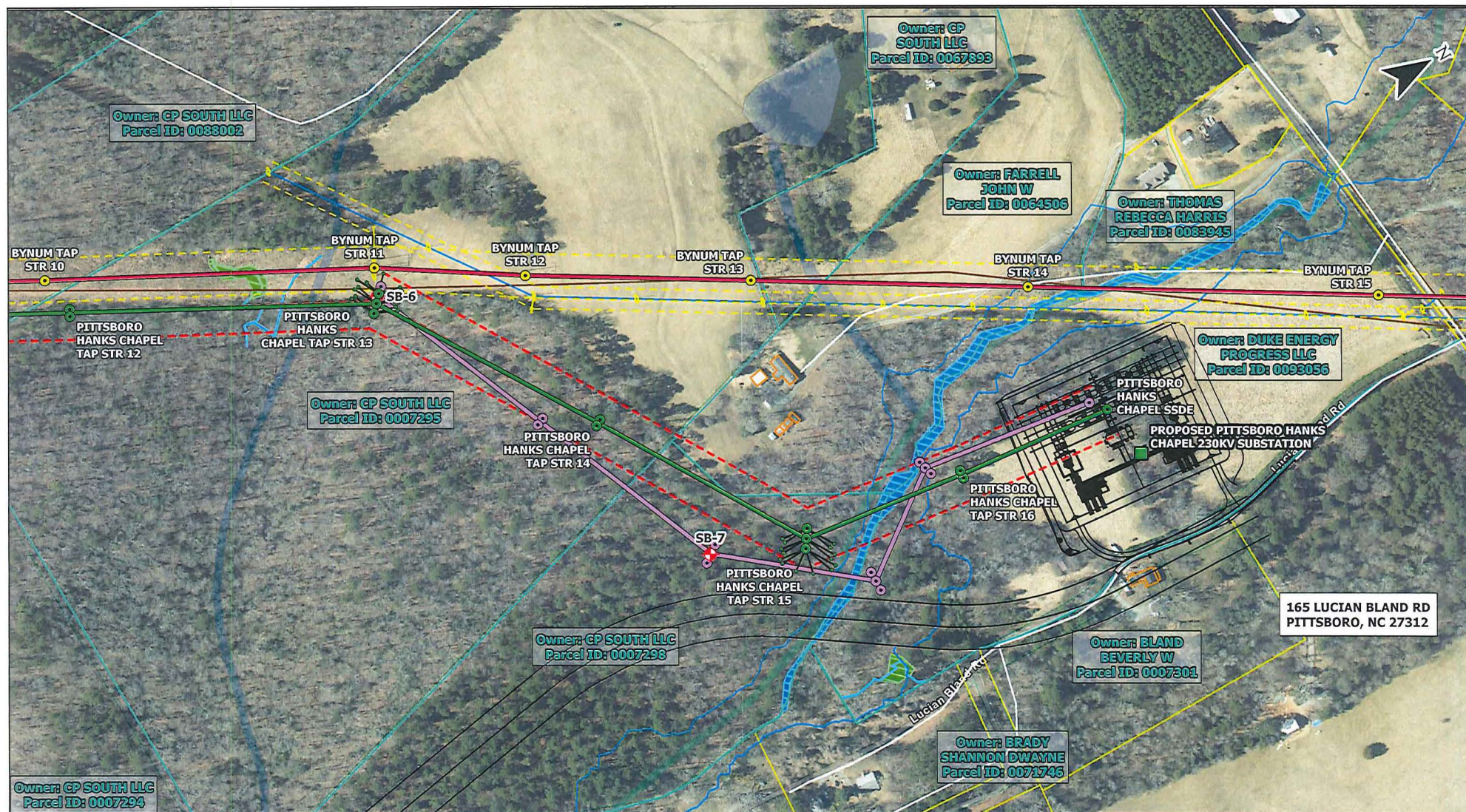
Date: 4/27/2023
Checked By: JC
File Name: R:\Projects_Raleigh\101_DEP\
DEP - PittsboroHank-ChapelHill



PITTSBORO HANKS CHAPEL
230kV TAP LINE
LOCATION MAP

0	4/27/2023	LOCATION MAP	AM	JC
REV	DATE	DESCRIPTION	BY	CKD

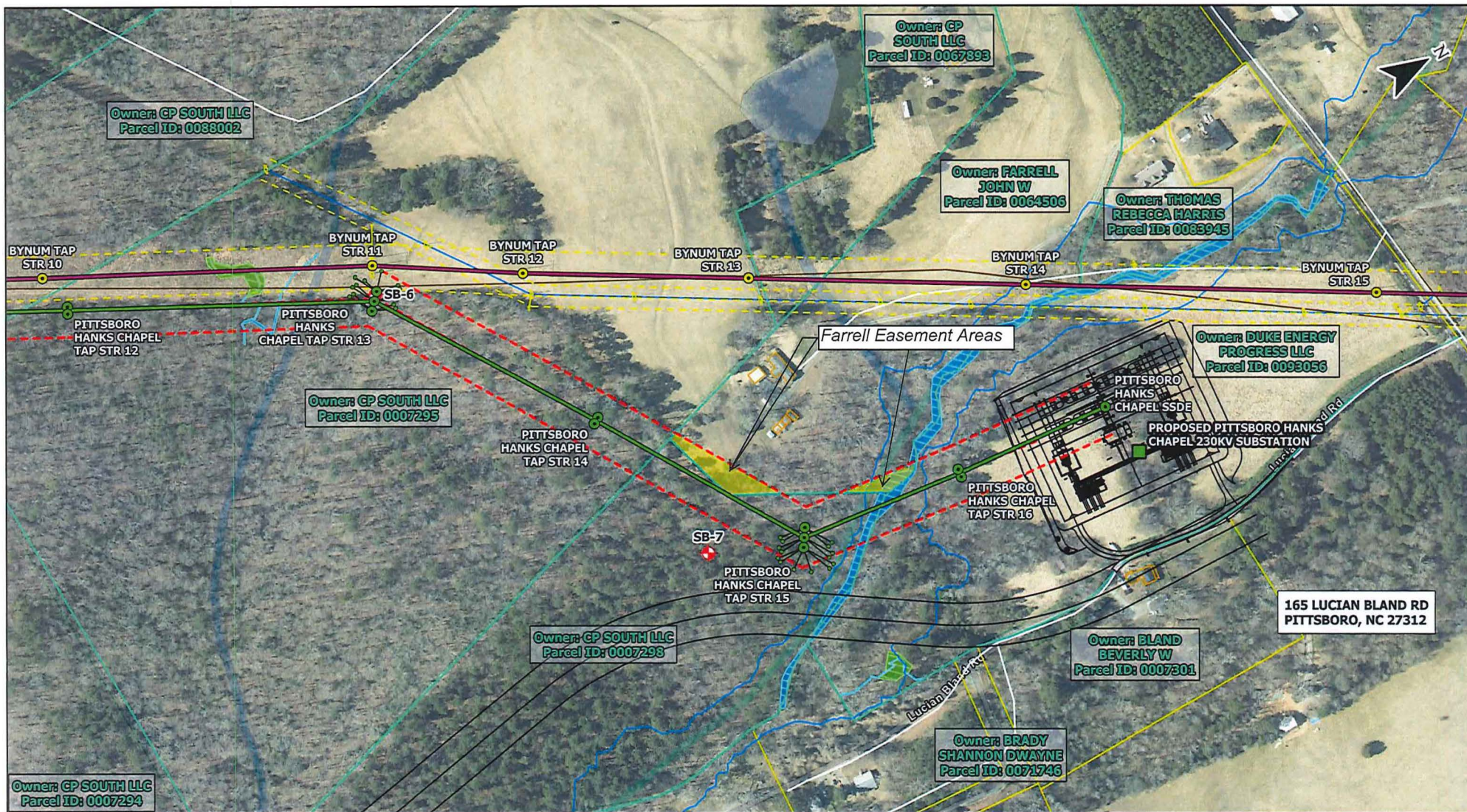
HARRIS PLANT - SILER CITY 230kV LINE



LEGEND		SCALE		DUKE ENERGY PROGRESS		0 4/27/2023 LOCATION MAP		AM JC		
						REV	DATE	DESCRIPTION	BY	CKD
						HARRIS PLANT - SILER CITY 230KV LINE				
						PITTSBORO HANKS CHAPEL 230KV TAP LINE LOCATION MAP				
						Scale: 1 IN = 200 FT Date: 4/27/2023 Drawn By: AM Engineer: BJW County: Chatham Sheet: 3 of 3 Checked By: JC File Name: R:\Projects_Raleigh\101_DEPIDEP\PittsboroHank-ChapelHill				

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of displayed information.

DATA SOURCES: Pickett & Associates, North Carolina DOT, Chatham County, Carolina DEP.



LEGEND				SCALE		DUKE ENERGY PROGRESS		0 12/1/2022		LOCATION MAP	JG	JC
Proposed Pittsboro Hanks Chapel 230kV Substation	Proposed Anchores	Pittsboro Hanks Chapel 230kV Tap Line	Proposed Road	0	50 100 200	Scale: 1 IN = 200 FT	Date: 12/1/2022	REV	DATE	DESCRIPTION	BY	CHKD
Proposed Structures	Self-Rising Location	Pittsboro Hanks Chapel 230kV Line	Proposed Substation	US Feet		Drawn By: JG	Checked By: JC					
Structure To Be Retain	Optimizational Temporary Line	Pittsboro Hanks Chapel 230kV Line	General Layout			Engineer: BJW	File Name: R:\Projects_Raleigh\101_DEP\DEP - PittsboroHank-ChapelHill					
Existing Structures	Existing 230kV Tap Line	Pittsboro Hanks Chapel 230kV Line	Water Lines			County: Chatham						
			Stream			Sheet: 3 of 3						
			Shrub									
			Field									
			Forest									
			Water									
			Wetland									
			Chatham Parcels									

Attachment B

OFFICIAL COPY

Apr 28 2023

PREPARED BY: Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P. (SMW)

Mail To: Duke Energy Progress, LLC
Data & Document Management
526 South Church Street, ECII-05
Charlotte, N.C. 28202

Site No.: 1200160
Land Unit: 2807475
Project No: 1200160-860457

STATE OF NORTH CAROLINA

EASEMENT

COUNTY OF CHATHAM

THIS EASEMENT is granted this 14th day of March, 2023, by **JOHN W. FARRELL**, widower, having a mailing address of 330 Hanks Chapel Road, Pittsboro, North Carolina 27312-9773 ("**Grantor**", whether one or more), and **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company, having a mailing address of Data & Document Management, 526 South Church Street, ECII-05, Charlotte, North Carolina 28202 ("**DEP**").

WITNESSETH:

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable considerations paid by DEP, the receipt and legal sufficiency of which is hereby acknowledged, does grant and convey unto DEP, its successors and assigns, the perpetual easements and rights of way set forth herein, for the purposes and subject to the terms and conditions set forth herein, over and across the land of Grantor (the "**Premises**") lying in the State and County aforesaid and being more particularly described in the instruments recorded in **Book 513, Page 838 and Book 388, Page 808, both Chatham County Registry.**

As used herein, the term "**Right of Way Strip**" shall mean those areas or parcels of land containing ± 0.332 acres, all as shown on a plat of survey entitled "Right of Way to be acquired from John W. Farrell," dated November 25, 2022 and last revised December 22, 2022, and marked Project Number: 1200160-860457, said plat being attached hereto as **Exhibit A** and incorporated herein by reference.

The easement and right of way herein granted by Grantor to DEP, its successors and assigns, over the Premises is subject to the following terms and conditions:

- (a) **DEP's Use of Right of Way Strip.** Grantor grants to DEP, its successors and assigns, a perpetual easement to enter upon the Premises within the Right of Way Strip (as defined herein) to construct, reconstruct, replace, rebuild, enlarge, modify, remove, inspect, repair, maintain, operate, and use within the Right of Way Strip multiple lines for transporting electrical energy

and for telecommunications and/or data uses of DEP, its successors and assigns, which lines may consist of single or multiple rows of poles, towers, or other structures (at appropriate intervals and without limitation as to number) and related footings and foundations; crossarms; insulators; aboveground and/or underground conductors, static wires, grounds, cables, conduits, electronic equipment, and other appurtenant apparatus, fixtures, hardware, and appliances; and guy wires and anchors inside and/or outside the Right of Way Strip to support DEP's overhead facilities at angle points. DEP shall have the right to: (i) clear and keep the Right of Way Strip free of all trees and other vegetation (except as provided in subsection (b) below), structures, and other objects of any nature including, without limitation, satellite signal receiver systems, billboards, signs, buildings, manufactured homes, mobile homes and trailers, graves, wells, retaining walls, racking, dumpsters, sheds, fire pits or barbecues, swimming pools and any associated decking, septic systems or storage tanks and systems (whether aboveground or belowground), flammable materials, building materials, wrecked or disabled vehicles or equipment, refuse of any type, and all other objects (whether aboveground or belowground); and (ii) install and maintain roads within the Right of Way Strip and install gates in any fences located within the Right of Way Strip, to afford DEP access to the Right of Way Strip.

- (b) Grantor's Reserved Use. Grantor shall be entitled to use the Right of Way Strip for all purposes not inconsistent with the rights and easements herein granted to DEP, including the right to: (i) cultivate and harvest annual seasonal crops (not including orchards or timber); (ii) pave, improve and use the Right of Way Strip for vehicular parking, provided that such vehicles are operable and readily moveable under their own power and further provided that Grantor installs protective barriers satisfactory to DEP for the protection of DEP's facilities; (iii) use the Right of Way Strip for recreation, provided no structures or objects (aboveground or belowground) are erected or placed therein without the prior written approval of DEP (which DEP may withhold in its sole discretion); (iv) use and maintain existing roads and drives and sewer, water, and other utility lines within the Right of Way Strip at their existing locations as of the date of this instrument; (v) construct, use, and maintain new paved or unpaved roads, streets, and driveways and new water, sewer, drainage, and other utility lines or pipes crossing the Right of Way Strip, provided such facilities conform to the following requirements: (A) such facilities cross the Right of Way Strip from one side of the Right of Way Strip to the other side at an angle of not less than thirty (30) degrees between the center line of said facilities and the center line of the Right of Way Strip, (B) no road, street, or driveway shall intersect with any other road, street, or driveway, in whole or in part, within the Right of Way Strip, (C) no portion of such facilities and their associated easement area, if any, is located within twenty-five (25) feet of any of DEP's poles, towers, structures, guy wires, or guy anchors, (D) such facilities are constructed in such a manner as to withstand the weight of DEP's heavy equipment, and (E) such facilities are constructed in strict compliance with all clearance requirements of DEP and all other regulations and ordinances then applicable to electrical facilities; (vi) maintain existing fences, provided that DEP may add gates to allow it access as set forth in subsection (a)(ii) above; (vii) build new fences on the Right of Way Strip with the prior written approval of DEP (which DEP may withhold in its sole discretion), provided any such new fences conform to the following requirements: (A) such fences shall not be attached to DEP's poles, towers or structures, (B) such fences shall be installed at least twenty-five (25) feet from DEP's poles, towers, structures, guy wires, and guy anchors, (C) such fences shall not exceed 10 feet in height, (D) such fences shall cross the Right of Way Strip from one side of the Right of Way Strip to the other side at an angle of not less than

30 degrees between the centerline of the fence and the center line of the Right of Way Strip, and (E) if a fence crosses the Right of Way Strip or makes part of it inaccessible to DEP, Grantor shall install a gate pursuant to DEP's specifications to allow free access required by DEP's vehicles and equipment; and (viii) excavate, grade, and fill, provided Grantor receives DEP's prior written approval (which DEP may withhold in its sole discretion), which approval may contain conditions including, without limitation, the allowable grade and distances from DEP's facilities that cannot be excavated.

(c) DEP's Use of Premises Outside of the Right of Way Strip. Grantor further grants to DEP, its successors and assigns, the right to enter upon the Premises outside of the Right of Way Strip for the following purposes and uses:

- (1) to cut, fell and remove any and all trees on the Premises that are or may become tall enough, in DEP's opinion, to fall on or otherwise endanger a line or other facility or structure within the Right of Way Strip ("***Danger Trees***").
- (2) to gain access to the Right of Way Strip and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that DEP's use of the Premises outside of the Right of Way Strip shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access to the Right of Way Strip and/or Danger Trees by vehicles, equipment, and pedestrians. If then-existing streets, roads, and driveways do not provide sufficient access, then DEP shall be entitled to use a reasonably convenient and feasible access route or routes over the Premises to access the Right of Way Strip and/or Danger Trees and shall be entitled to construct and maintain a roadway or driveway for such purposes.

(d) Antennas and Related Equipment. Grantor further grants to DEP, its successors and assigns, the following rights:

- (1) to attach antenna or other equipment or devices for wireless or other telecommunications or data transmission ("***Communications Equipment***") to poles, towers, or other support structures within the Right of Way Strip, including the right to add, modify, enlarge, and/or extend any poles, towers, or other support structures for such purposes.
- (2) to use one or more portions of the Right of Way Strip, having dimensions not exceeding twenty-five (25) feet by twenty-five (25) feet and located adjacent to or at the base of each such pole, tower, or other support structure to which Communications Equipment is attached (each a "***Communications Area***") to construct, reconstruct, replace, rebuild, enlarge, modify, remove, inspect, maintain, and use electronic equipment and other equipment necessary or desirable in connection with wireless or other communications from and to the Communications Equipment installed upon such pole, tower, or other support structure. DEP shall be entitled to designate the location of the Communications Areas and may relocate such Communications Areas within the Right of Way Strip if such pole, tower, or other support structure to which Communications Equipment is attached is relocated.

- (3) to enter upon the Premises outside of the Right of Way Strip to gain access to the Communications Areas and Communications Equipment by vehicles, equipment, and pedestrians, provided that DEP's use of the Premises outside of the Right of Way Strip shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access to the Communications Areas and/or Communications Equipment by vehicles, equipment, and pedestrians. If then-existing streets, roads, and driveways do not provide sufficient access, then DEP shall be entitled to use a reasonably convenient and feasible access route or routes over the Premises to access the Communications Areas and/or Communications Equipment and shall be entitled to construct and maintain a roadway or driveway for such purposes, provided that Grantor shall be entitled to relocate any such roadway or driveway constructed by DEP for such purposes, at Grantor's sole cost and expense and after obtaining DEP's prior written approval, elsewhere on the Premises, but in such case, Grantor also must construct and install a comparable replacement roadway or driveway, at Grantor's sole cost and expense and without interrupting access to the Communications Areas and/or Communications Equipment. DEP shall not unreasonably withhold written approval of Grantor's request to relocate such roadway or driveway hereunder; provided, however, that DEP's failure to approve shall be deemed reasonable if reasonably convenient and feasible access to and from the Communications Areas and/or Communications Equipment is not afforded by the proposed replacement access route or routes.
- (4) to construct, reconstruct, replace, rebuild, inspect, maintain, and use underground telephone and electrical lines to serve the Communications Equipment and Communications Areas, which underground lines may be installed along and generally parallel to the access route or routes established pursuant to subpart (d)(3) above. Provided, however, that if Grantor relocates a roadway or driveway pursuant to subpart (d)(3) above and within which DEP has installed underground lines pursuant to this subpart (d)(4), then Grantor also must relocate such underground lines, at Grantor's sole cost and expense and without interrupting service to the Communications Areas and/or Communications Equipment along or in the vicinity of the access route or routes as relocated by Grantor.
- (e) DEP's Repair Obligation. DEP shall repair damage to the Premises, including roads, driveways, and fences, resulting directly from DEP's exercise of its rights granted herein. Provided, however, for purposes of the initial clearing of all trees which DEP is entitled to cut and remove from the Premises pursuant to Paragraphs (a) and (c) herein, said trees shall, upon such cutting, become the property of DEP. Nothing in this Easement shall impose upon DEP any duty to repair or warn of any condition or any type of injury or damage to the Premises existing prior to the date of this Easement nor shall DEP have any duty to repair or warn of any condition or any type of injury or damage upon the Premises caused by the Grantor, any third party, any Act of God, or any natural process, including, without limitation, erosion or conditions caused by vegetation.

The failure of DEP to exercise or continue to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time or from time to time to exercise any and all of such rights.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto DEP, its successors and assigns forever.

And Grantor, for the Grantor and for the Grantor's successors and assigns, covenants to and with DEP, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements, that the same is free and clear from any and all encumbrances, and that Grantor will forever warrant and defend the title to the said rights and easements against the lawful claims of all persons whomsoever.

[The remainder of this page intentionally left blank. Signature Page Follows.]

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

GRANTOR:

John W. Farrell
JOHN W. FARRELL

STATE OF NORTH CAROLINA

COUNTY OF Chatham

I certify that the following person, John W. Farrell, personally appeared before me this day, acknowledging to me that he signed the foregoing Easement document.

Date: 3/14/23

Dennis F. Daniels
Notary Public

Dennis F. Daniels
Notary Public Name Printed/Typed

My Commission Expires: 8/12/25

[AFFIXE NOTARY STAMP/SEAL]
Dennis F. Daniels
Notary Public
Wake County
North Carolina

EXHIBIT A

(Plat)

[SEE ATTACHED]

