Progress Energy

October 10, 2011

Jan Eason
Land Protection Section
Ecosystem Enhancement Program
1652 Mall Service Center
Raleigh, North Carolina 27699-1652

Re: Non-Binding Letter of Intent
Southeastern Baptist Theological Seminary Property SPO #92-CT
Richland Creek at Paschal Golf Course; EEP ID #276
Falls-Henderson 115kV Transmission Line, Structures 78 – 79
Falls-Franklinton 115kV Transmission Line, Structures 142 – 143
Wake Forest 69kV Feeder, Structures 19 - 20

Dear Mr. Eason,

Pursuant to the request identified in the attached Non-Binding Letter of Intent I am forwarding the signed original letter for your files. This Letter of Intent has been signed by Rufus S. Jackson, Progress Energy Carolinas, Inc. (PEC) General Manager Transmission Maintenance.

It is the responsibility of EEP to insure plant material installation in Zone 1, Electric ROW, was in compliance with the Final Engineer Approved Plant List. Both the Plant List and As-built Planting Zones are attachments to the September 30, 2011 letter to me from Jeff Jurek. Please e-mail or call me at (919) 329-5866 if you have questions.

Harold F. Wagner
Harold F. Wagner
Contract Land Agent

RECEIVED
OCT 11 2011
NC ECOSYSTEM
ENHANCEMENT PROGRAM

Progress Energy Carolinas, Inc.
1408 Mechanical Blvd.
Garner, NC 27529

Non-Binding Letter of Intent

Richland Creek at Paschal Golf Course
EEP Project Identification # 276
SPO File #: 92-CT

County:	Wake
Property:	Progress Energy Carolinas, Inc., Deed Book 1794, Page 441 of the Wake County Registry Transmission Line Easement at Southeastern Baptist Theological Seminary
Project:	Stream, riparian buffer and wetland restoration project along Richland Creek
Owner:	Progress Energy Carolinas, Inc.

Please complete the section below and return one copy of this form to:

Jan Eason
Land Protection Section
1652 Mail Service Center
Raleigh, North Carolina 27699-1652

Vegetative Cutting. Progress Energy Carolinas, Inc. PEC voluntarily agrees to restrict non-emergency cutting of woody vegetation and to restrict the application of herbicides within their 160-foot wide transmission line right-of-way where it overlaps the EEP project area. PEC intends to provide EEP or the Town of Wake Forest, or their successors and assigns, notice at the addresses shown above prior to conducting any pruning, mowing, spraying or cutting of native species planted by EEP, its contractors or assigns .

PEC intends not to cut vegetation within the conservation easement area shown on the conservation easement survey plat recorded in the Wake County Book of Maps page 2006, page 1279-1282, to the extent such vegetation is of a variety that does not typically mature at a height greater than 12 feet above ground level, except as needed in cases of emergency repairs or to control volunteer or invasive exotic vegetation. In addition, care will be taken to protect native vegetation growing within the conservation easement area from herbicide spray and drift.

PEC will make reasonable efforts to avoid any damage to native vegetation (except for vegetation that typically matures at a height greater than 12 feet) within the transmission right-of-way during construction, maintenance, operation and removal of its transmission line, but PEC will not be liable for any damage that might occur during the performance of these activities. EEP and NCDENR recognize that PEC is not forfeiting any of its rights under the transmission line right-of-way, as referenced in Deed Book 1794, Page 441, and in Book of Maps 2003, at page 1600, of the Wake County Registry. The parties expressly acknowledge that should the easement area become overgrown with volunteer vegetation or vegetation, whether native or exotic, that typically matures at a height greater than 12 feet, PEC may choose to exercise its rights under the easement to completely clear the easement area, including by mechanical means or by use of herbicides.

Emergency Conditions. PEC voluntarily agrees to notify EEP, successors or assigns, and the Town of Wake Forest prior to routine maintenance work, but such notification may not be possible under conditions that PEC deems to constitute an emergency. For purposes of the preceding sentence, an emergency shall include, but not be limited to, ice storms, hurricanes, tornadoes, wind storms, fires, or vandalism to PEC facilities, and any other conditions that PEC judges to cause or threaten to cause an interruption of service to PEC customers. PEC agrees to notify EEP of any emergency repair of maintenance work within the conservation easement area within a reasonable time thereafter under the circumstances.

Utility Maintenance. At this time, PEC does not have plans to impact the transmission line easement area with new underground or overhead utilities. PEC agrees that any future installation of utilities within the conservation easement area will be avoided to the greatest extent practicable.

This Non-Binding Letter of Intent is merely an expression on the part of PEC to assist EEP and the Town of Wake Forest in their efforts regarding vegetation within the easement area. It is not a contract and does not create any legally binding obligations for PEC. PEC reserves the right to exercise all rights granted to it in the utility easement.

_____ I am in agreement with this Non-Binding Letter of Intent, in reference to the above referenced property interest, a copy of which is attached hereto and incorporated herein by reference.

_____ After reviewing the attached Non-Binding Letter of Intent referenced above, I have the following concerns:

_____

_____

_____

I hereby affirm that I am authorized to execute this document on behalf of PEC

Signed: Rufus S Jackson Date: 10/10/2011

Printed Name: Rufus S. Jackson

Title: General Manager Transmission Maintenance

PEC