

Excise Tax: \$10.00 This instrument prepared by Kyle Smalling, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney upon disbursement of settlement proceeds.

PREPARER: Capital City Law, 116 N. Person St., Raleigh, NC 27601
RETURN TO: Preparer

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

**DEED OF EASEMENT FOR
TEMPORARY CONSTRUCTION ACCESS
AND PERMANENT PUBLIC DRAINAGE**

THIS DEED OF EASEMENT FOR TEMPORARY CONSTRUCTION ACCESS AND PERMANENT PUBLIC DRAINAGE ("Deed of Easement") is made this 5th day of January 2024, by SORRELL OAKS DEVELOPMENT, LLC, a North Carolina limited liability company (hereinafter referred to as "Developer") and SOMERSET OF WAKE FOREST HOMEOWNERS ASSOCIATION, INC (hereinafter referred to as "Owner").

WHEREAS

Developer is the owner and developer of a certain tract or parcel of land located in Youngsville Township, Franklin County, North Carolina (hereinafter, "Developer Tract"), and further identified by Parcel ID 006323, PIN 1833-61-2720 and comprising approximately 109.77 acres (*see* Deed Book 2315, Page 260, Franklin County Registry); and

Developer Tract adjoins certain land owned by Owner in the same Township (hereinafter, "Owner Tract") and further identified by Parcel ID 036417, PIN 1832-69-6088 and comprising approximately 4.47 acres (*see* Deed Book 1419, Page 477); and

Developer is constructing a roadway which interconnects with that certain public roadway, "Holden Road", upon the Developer Tract (hereinafter, the "Road") as part of the construction of a subdivision and will need to slope and grade the Owner Tract to ensure that the Road will allow Owner to tie into the Road from the Owner Tract and conform to state specifications and allow access to the Public Drainage Easement discussed below ("Temporary Construction Easement"); and,

Developer is additionally installing a new Permanent Public Drainage Easement within a portion of the Temporary Construction Easement, and for such reason has requested Owner to additionally convey to Developer the Temporary Construction Easement for completion of the Public Drainage Easement and a permanent public drainage easement ("Public Drainage Easement") for the same; and

For and in consideration of the sum of Five Thousand and No/100 Dollars (\$5,000.00) in hand paid to Owner by Developer, the receipt of which is hereby acknowledged, the parties have agreed to the easements contemplated above, as described herein and subject to the following terms and conditions.

Submitted electronically by Capital City Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Franklin County Register of Deeds.

DEED OF EASEMENT FOR TEMPORARY CONSTRUCTION ACCESS

NOW THEREFORE, the parties agree as follows:

1. Owner does hereby give, grant, and convey to Developer, its successors and assigns, the Temporary Construction Easement, upon that certain portion of the Owner Tract which is shown as the marked area (the "New Variable Width Temporary Construction Easement") lying upon the Owner Tract and shown on Exhibit A, to go upon said property for the purpose of sloping and grading the Road onto the Owner Tract and completion of the Public Drainage Easement, the specific metes and bounds for which are as follows:

BEGINNING AT A POINT, SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF (S.R.#1147) HOLDEN ROAD, SAID POINT HAVING NC GRID NAD 83'/2011 COORDINATES N(y): 829,293.45' E(x):2,136,894.19', SAID POINT BEING LOCATED N 81°35'17"W A DISTANCE OF 855.43' FROM THE INTERSECTION OF HOLDEN ROAD AND LANCE LANE; THENCE S 06°43'25"W A DISTANCE OF 4.88' TO A POINT; THENCE N 84°29'01"W A DISTANCE OF 32.33' TO A POINT; THENCE S 79°25'59"W A DISTANCE OF 59.50' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 50.24', WITH A RADIUS OF 1,268.20', WITH A CHORD BEARING OF N 88°51'46"W, WITH A CHORD LENGTH OF 50.24', TO A POINT; THENCE N 76°50'13"W A DISTANCE OF 24.64' TO A POINT; THENCE N 01°15'51"W A DISTANCE OF 13.17' TO A POINT, SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF HOLDEN ROAD; THENCE ALONG RIGHT-OF-WAY WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.75', WITH A RADIUS OF 6,632.47', WITH A CHORD BEARING OF N 87°20'31"E, WITH A CHORD LENGTH OF 23.75', TO A POINT, SAID POINT HAVING NC GRID NAD 83'/2011 COORDINATES N(y):829,301.66' E(x):2,136,752.16'; THENCE S 10°03'14"E A DISTANCE OF 20.17' TO A; THENCE N 79°56'46"E A DISTANCE OF 29.00' TO A; THENCE N 10°03'14"W A DISTANCE OF 14.72' TO A; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 112.83', WITH A RADIUS OF 1,436.45', WITH A CHORD BEARING OF S 85°58'42"E, WITH A CHORD LENGTH OF 112.80', TO A POINT; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 1,785 SQUARE FEET, 0.041 ACRES.

The above-described area shall also be referred to herein as the "Temporary Construction Easement Area".

2. This Temporary Construction Easement shall be temporary in nature and shall be null and void upon completion of construction of the Road and Public Drainage Easement and agreement by the State of North Carolina to maintain the Road in the future.
3. Developer shall take all reasonable steps to dedicate the Road for public use and shall take no steps which prevent Owner's use of the dedicated Road for ingress, egress and regress upon the Developer Tract.
4. Developer may freely assign this Temporary Construction Easement without consent or joinder of the Owner.

5. Developer's use of the Temporary Construction Easement Area will be reasonably calculated to minimize any disruption to the existing use of the Owner Tract. Developer will communicate regularly with Owner in advance about planned work. All construction, maintenance or other work completed by Developer within the Public Drainage Easement Area, as hereinafter defined, or Temporary Construction Easement Area shall be performed in a manner that complies with all applicable laws, any requirements of applicable governmental authorities, and conventional and appropriate engineering and landscaping methods. Notwithstanding any earlier termination or expiration of this Deed of Easement, and notwithstanding any provision to the contrary contained herein, upon completion of the Road and construction of the drainage facilities, Developer shall leave the Temporary Construction Easement Area and Public Drainage Easement Area free of litter, debris, and construction materials and equipment, and Developer will restore the Easement Areas by grading, seeding, planting, and/or mulching as appropriate, or otherwise restore such areas in accordance with generally accepted landscaping and engineering practices, and all applicable construction guidelines and soil and erosion requirements.
6. Developer shall maintain, at its expense, commercial general liability insurance with respect to the matters relating to Developer's use and activities performed on the Owner Tract, covering bodily injury, death and property damage with limits of not less than \$2,000,000.00 per occurrence. Such insurance shall (i) be primary as to any insurance maintained by Developer, (ii) contain deductibles not to exceed \$25,000.00, and (iii) name Owner as an additional insured and/or loss payee. Prior to such time as Developer or any of its employees, agents, contractors, or representatives enter Owner's property, Developer shall, upon Owner's request, provide Owner with a certificate of insurance in a form reasonably acceptable to Owner evidencing that Developer has commercial general liability coverage as required by this Section.
7. Developer shall indemnify, defend and save harmless Owner and its respective agents, employees, contractors, invitees and licensees from and against any and all loss, claim, damage, suits, demands, liabilities, costs and other expenses, including reasonable attorneys' fees, incurred in connection with or arising out of the Developer's use of the Temporary Construction Easement Area. Developer's indemnity obligation shall survive any expiration or termination of this Agreement.
8. Notwithstanding that this easement runs with the land, the Temporary Construction Easement granted herein shall expire and terminate by its own terms without the need for a further writing or recorded instrument upon the earlier of (i) completion of the Road and the completion of Developer's restoration obligations set forth herein, or (ii) December 31, 2025. Notwithstanding and without limiting the foregoing, each party agrees at the request of the other to execute and deliver in recordable form a termination agreement terminating the temporary construction easement at any time after completion of the Road, the preparation and recording of such termination to be at the Developer's cost.

DEED OF EASEMENT FOR PUBLIC DRAINAGE

FURTHER, the parties agree as follows:

1. Owner does hereby give, grant, and convey to Developer, its successors and assigns, a new variable width Public Drainage Easement ("Public Drainage Easement") lying upon the Owner Tract and shown on Exhibit A, a perpetual right and easement to discharge storm water and surface water from the Developer Tract onto the Owner Tract within the Public Drainage Easement Area and to construct drainage facilities thereupon, to be constructed by Developer, at

its sole expense, within the Public Drainage Easement, together with a perpetual, non-exclusive easement for ingress, egress, and regress to the Public Drainage Easement for the purposes of constructing, maintaining, repairing, and replacing the drainage facilities, as determined by Developer in their sole discretion, the specific metes and bounds for which are as follows:

BEGINNING AT A POINT, SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF (S.R.#1147) HOLDEN ROAD, SAID POINT HAVING NC GRID NAD 83'/2011 COORDINATES N(y):829,301.66' E(x):2,136,752.16'; THENCE ALONG RIGHT-OF-WAY WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 5.38', WITH A RADIUS OF 6,632.47', WITH A CHORD BEARING OF N 87°28'04"E, WITH A CHORD LENGTH OF 5.38', TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 24.14', WITH A RADIUS OF 1,436.45', WITH A CHORD BEARING OF S 88°42'35"E, WITH A CHORD LENGTH OF 24.14'; TO A POINT; THENCE LEAVING RIGHT-OF-WAY S 10°03'14"E A DISTANCE OF 14.72' TO A POINT; THENCE S 79°56'46"W A DISTANCE OF 29.00' TO A POINT; THENCE N 10°03'14"W A DISTANCE OF 20.17' TO A POINT; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 511 SQUARE FEET, 0.012 ACRES.

The above-described area shall also be referred to herein as the "Public Drainage Easement Area".

2. Owner agrees that neither Owner nor its successors or assigns shall erect any building or permanent structure upon the Public Drainage Easement and shall not commit any act which will interfere with the use of the Public Drainage Easement by Developer, its successors and assigns.
3. The easements hereby granted are appurtenant to, run with, and shall benefit the Developer Tract and burden the Owner Tract, and shall inure to the benefit of the Developer Tract and be binding upon the parties hereto and their successors and assigns.
4. Developer agrees that the design and all maintenance, repair, or future construction necessary for the proper performance of the Public Drainage Easement and drainage facilities shall be the responsibility of Developer, its successors and assigns, and shall be in accord with all laws, ordinances, regulations applicable thereto, and conventional and appropriate engineering methods so as to not disrupt or otherwise interfere with, damage, or cause irregular water drainage upon the Owner Tract.
5. Developer expressly assumes all responsibility for and hereby agrees to hold Owner harmless and indemnify Owner against any and all loss, damage, cost (including, but not limited to, reasonably incurred attorney's fees and court costs), and expense which Owner may suffer, incur or sustain, or for which it may become liable relating to, arising out of, or caused by Developer's installation of the drainage facilities in the Public Drainage Easement Area by virtue of the rights granted herein. Developer's indemnity obligation shall survive any expiration or termination of this Agreement.

TO HAVE AND TO HOLD said right and easement to them and the mutual obligations imposed on Developer and Owner and their successors in interest, it being agreed that the right and easement and mutual obligations are appurtenant to and run with the lands now owned by Developer and Owner and hereinabove referred to under the terms provided for herein.

IN WITNESS WHEREOF, the undersigned have executed this assignment on the day and year above.

OWNER:

**SOMERSET OF WAKE FOREST
HOMEOWNERS ASSOCIATION, INC**



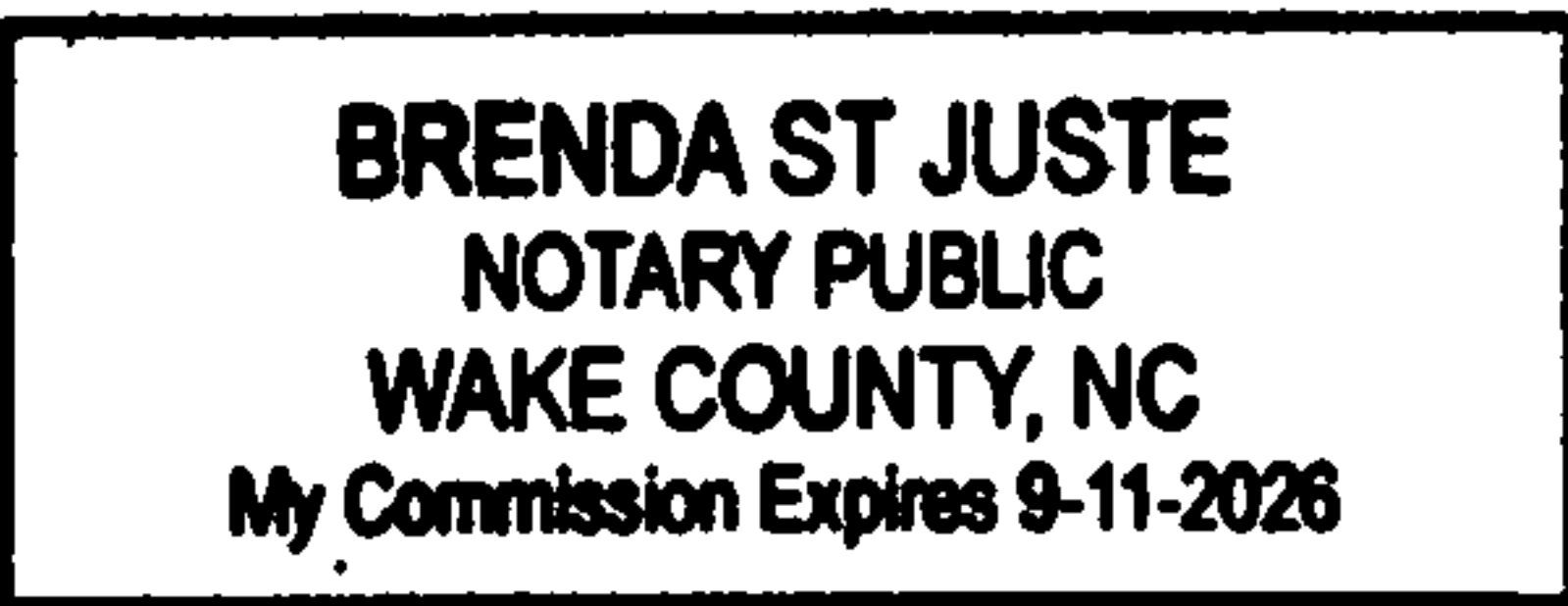
Name: NATHANIEL WILLIAMS
Title: PRESIDENT SOMERSET HOA

STATE OF North Carolina
COUNTY OF Wake

I, Brenda St. Juste, a notary public in and for said county and state, certify that Nathaniel Dean Williams personally appeared before me this 5 day of January, 2024 and acknowledged that he (or she) is President (title) of Somerset of Wake Forest Homeowners Association, Inc, a North Carolina nonprofit corporation, and that he (or she), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 5 day of January, 2024.

Brenda St. Juste
Notary Public Signature
Print Name: Brenda St. Juste
My Commission Expires: 9-11-2026



DEVELOPER:

SORRELL OAKS DEVELOPMENT, LLC

Jeff Grote
Name: *Jeff Grote*
Title: *Mgr*

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, *Kyle A. Smalling*, a notary public in and for said county and state, certify that *Jeff Grote* personally appeared before me this *4* day of *January*, 20*24* and acknowledged that he (or she) is *Manager* (title) of *Sorrell Oaks Development, LLC*, a North Carolina limited liability company, and that he (or she), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the *4* day of *January*, 20*24*.

Kyle A. Smalling
Notary Public Signature
Print Name: *Kyle A. Smalling*

My Commission Expires: *2/17/2024*

