

STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT AND AGREEMENT AS TO  
RIGHT OF WAY DEDICATION AND PARKING SPACE CONSTRUCTION**

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT AND AGREEMENT AS TO RIGHT OF WAY DEDICATION AND PARKING SPACE CONSTRUCTION ("Easement Agreement") is made and entered into the 20<sup>th</sup> day of May, 2015, by and between COUNTY OF CHATHAM, P.O. Box 1809, Pittsboro, NC 27312 and CHATHAM COUNTY BOARD OF EDUCATION, a school administrative unit of North Carolina, P.O. Box 128, Pittsboro, NC 27312 (collectively, the "Grantor") and NNP-BRIAR CHAPEL, LLC, 16 Windy Knoll Circle, Chapel hill, NC 27516 ("Grantee"). The Grantor and the Grantee are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the County of Chatham owns all of that certain tract or parcel of land, referred to as Chatham County tax parcel number 87469, located in Baldwin Township, Chatham County, North Carolina, and being more particularly described as follows:

ALL of that certain tract or parcel of land containing 31.53 acres, more or less, according to plat entitled, "Briar Chapel Chatham County Middle School Tract" prepared by The John R. McAdams Company, Inc., dated September 30, 2008 and recorded in Plat Slide 2008-335, Chatham County Registry, reference to which is hereby made for a more particular description (the "School Tract");

WHEREAS, Grantee is the owner of all that certain adjoining tract or parcel of land, referred to as Chatham County tax parcel 2714 (a copy of the tax parcel map is attached hereto as Exhibit B), located in Baldwin Township, Chatham County, North Carolina, and being more particularly described as follows:

All of that certain tract or parcel of land containing approximately 56.06 acres, referred to as Chatham County Tax Parcel No. 2714, conveyed to Grantee, along with other parcels, pursuant to that certain Deed recorded on August 9, 2005 at book 1198, Page 510, Chatham County Registry.

WHEREAS, Granite Mill Boulevard ("Granite Mill") and Boulder Point Drive ("Boulder Point") are currently in use as public rights of way and their intersection currently adjoins the eastern edge of the School Tract;

WHEREAS, it has become necessary to realign Granite Mill and Boulder Point so as to straighten the intersection in front of the School Tract;

WHEREAS, in order to effect the road straightening, it is necessary for a portion of the road to cross a portion of the School Tract and, in order to accommodate the same, a temporary construction easement in favor of Grantee will be necessary;

WHEREAS, in addition to the temporary construction easement, Grantor will agree to dedicate the Easement Area as a public roadway;

WHEREAS, in exchange for Grantor's agreement to dedicate the necessary public right of way and to allow construction of the newly realigned roadway, Grantee has agreed to construct nine (9) new parking spaces on the School Tract at no expense to the Grantor;

WHEREAS, Grantor and Grantee desire for Grantee, its successors, assigns, agents, mortgagees, licensees and invitees to have a temporary construction easement for (i) access, ingress, egress and regress over the Easement Area, as hereinafter defined; (ii) construction of the street realignment depicted on Exhibit A attached hereto; and (iii) the installation, operation and maintenance of utilities, including water lines, sanitary sewer lines, reclaimed water irrigation lines, natural gas lines, electrical wires, television wires, telephone cables, security wires, communication devices, and other services, known and unknown, within the Easement Area, as hereinafter defined;

NOW, THEREFORE, the Grantor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell and convey, and by these presents does hereby give, grant, bargain, sell and convey to Grantee, its successors and assigns, a non-exclusive, temporary easement and right-of-way over the Easement Area, as hereinafter defined, for the purpose of allowing Grantee and its successors, assigns, mortgagees, licensees and invitees: (i) access, ingress, egress and regress across, over, above and below the Easement Area; (ii) to construct the street realignment depicted on Exhibit A attached hereto; and (iii) to install, operate and maintain utilities, including water lines, sanitary sewer lines, reclaimed water irrigation lines, natural gas lines, electrical wires, television wires, telephone cables, security wires, communication devices, and other services, known and unknown, within the Easement Area. The Easement shall automatically expire three hundred sixty five (365) days after the date of execution hereof, unless extended with the written consent of Grantor.

The "Easement Area" referred to herein shall mean that area depicted on Exhibit A hereto and referred to thereon as "Area to Be Acquired from Middle School 5047 SF."

TO HAVE AND TO HOLD said temporary easement and right-of-way to the Grantee and its heirs, successors and assigns. This easement shall be appurtenant to and run with the title to the Grantee's Tract. Grantee's easement rights set forth herein shall also inure to the benefit of Grantee's successors and assigns.

In addition to the temporary easement granted herein, the Parties agree as follows:

1. During the term of the temporary construction easement, Grantee agrees to construct and Grantor authorizes Grantee to construct nine (9) parking spaces on the School Tract generally as indicated on Exhibit A hereto;
2. Grantor agrees to permanently dedicate the newly aligned road right of way, to the extent located on the School Tract, to the public by plat dedication, at no expense to Grantor.

Grantee will take responsibility for drafting the realignment and dedication plat, for submitting the plat to the County for final plat approval, and for recording the plat. After construction of the realigned roadway and for sixty (60) days after the County has approved recordation of the plat dedicating the roadway to the public, Grantor agrees that the roadway may be used by the public, including Grantee, its successors and assigns.

3. General Provisions.

(a) Applicable Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

(b) Entire Agreement. Except for the Temporary Landscaping Easement Agreement between the Grantor and Grantee, this Easement Agreement contains the entire understanding and agreement by and between the Parties, and all prior or contemporaneous oral or written agreements regarding the same are merged herein.

(c) Binding Effect. This Easement Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective heirs, successors and assigns.

(d) Severability. If any term or provision, or any portion thereof, of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Easement Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) Captions and Headings. The captions and headings throughout this Easement Agreement are for convenience and reference only and the words set forth therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Easement Agreement.

(f) No Waiver. Failure of any Party to insist upon compliance of any provision of this Easement Agreement shall not constitute a waiver of the rights of such Party to subsequently insist upon compliance with that provision or any other provision of this Easement Agreement, nor in any way to affect the validity of all or any part of this Easement Agreement.

(g) Amendment. No amendment to this Easement Agreement shall be effective unless made in a writing signed by the Parties, or their respective successors and assigns, and recorded on the Chatham County Registry.

(h) Indemnity. To the fullest extent permitted by law the Grantee shall at its sole cost and expense, indemnify, defend, and hold harmless the Grantor and its agents, representatives, and employees (collectively, "Grantor Parties") from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of and/or resulting from the Grantee's use of the easement, provided that any such claim, action, judgment, cost, liability, penalty, damage, loss, or expense is caused by any negligent act, error, or omission of the Grantee, any contractor, or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally liable; provided, however, Grantee shall not be responsible or liable for any negligent or willful acts of the Grantor Parties. The above obligation shall

not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N.C. Gen. Stat. § 6-21.2. The Parties also specifically acknowledge that the Grantor is a public body and it is the intent of the parties that the Grantor not incur any expenses when the Grantee is solely responsible for the claims.

**[The remainder of this page is intentionally left blank; signatures begin on the following page.]**

IN WITNESS WHEREOF, GRANTOR and GRANTEE have hereunto set their hands and seals, as of the date first above written.

James G. Crawford (SEAL)  
COUNTY OF CHATHAM  
By: James G. Crawford  
Its: Chair, Board of Commissioners

Gary Leonard (SEAL)  
CHATHAM COUNTY BOARD OF EDUCATION  
By: Gary Leonard  
Its: Chair, Board of Education

\_\_\_\_ (SEAL)  
NNP-BRIAR CHAPEL LLC  
By: James G. Crawford  
Its: Vice President

CHATHAM COUNTY, NORTH CAROLINA

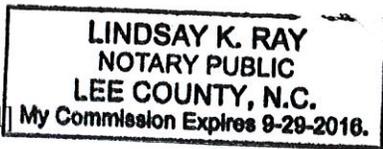
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Date: 05-04-2015

Lindsay K. Ray  
Notary Public

Print Name: Lindsay K. Ray

My commission expires: 09-29-2016



[Official Seal]

CHATHAM COUNTY, NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Date: 05/20/2015

Sheila S. Tally  
Notary Public

Print Name: Sheila S. Tally

My commission expires: June 7, 2015



[Official Seal]

---

CHATHAM COUNTY, NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Laurie Ford

Date: 5/11/15

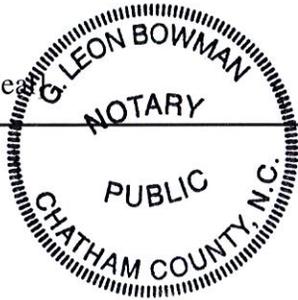
G. Leon Bowman  
Notary Public

Print Name: G. Leon Bowman

My commission expires: 9/10/19

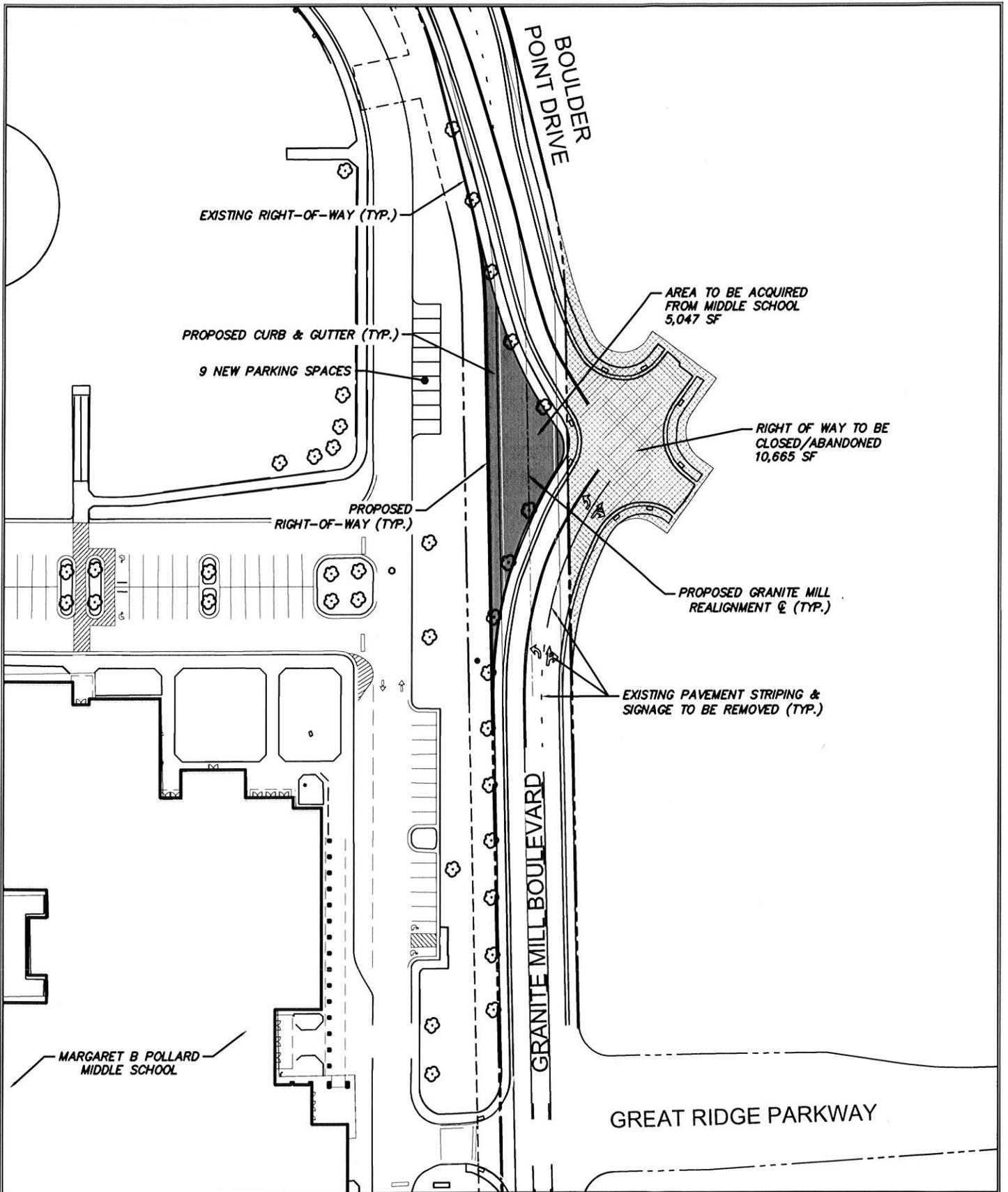
---

[Official Seal]



**Exhibit A**

**“Street Realignment and Easement Area”**

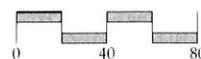


1730 Varsity Drive, Suite 500  
 Raleigh, North Carolina 27606  
 O: 919.233.8091 F: 919.233.8031

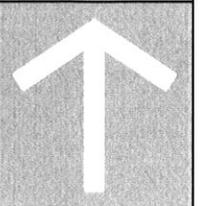
Granite Mill Boulevard/  
 Boulder Point Drive Realignment

Briar Chapel

Scale: 1"=80'

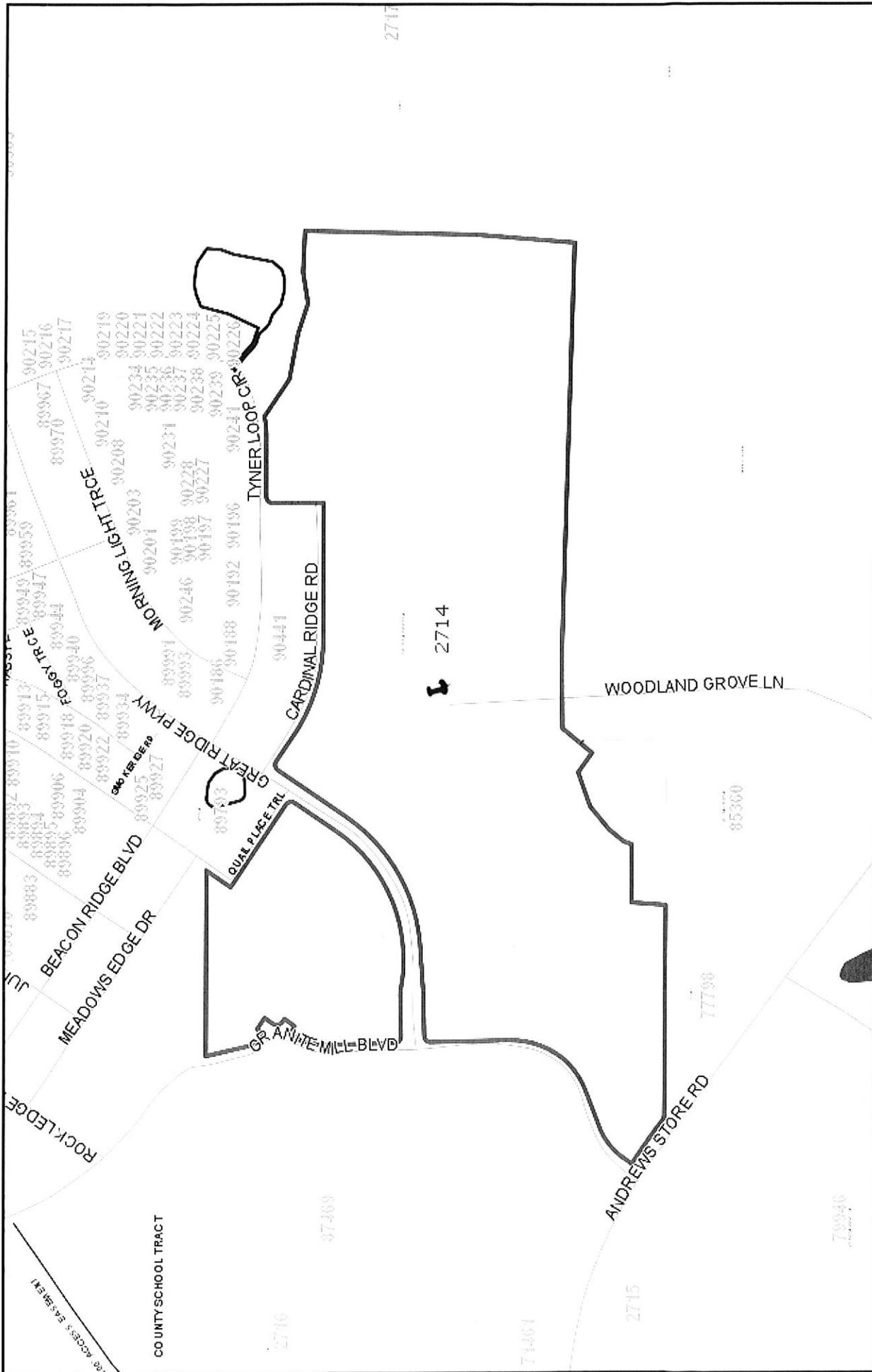


Date:  
 April 28, 2014



**Exhibit B**

**“Grantee Parcel 2714”**



**CHATHAM COUNTY, NC**



**Property Map**

Disclaimer:  
The data provided on this map are prepared for the inventory of real property found within Chatham County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.

Parcel Number: 2714  
 Map Number: 9765-72-8431.000  
 Owner Name: NNP BRIAR CHAPEL LLC  
 Owner Address: 13777 BALLANTYNE CORPORATE PL  
 Owner City: CHARLOTTE  
 Owner State: NC  
 Owner Zip: 28277  
 Tax Year: 2022  
 Description: M2-1

Deed Book: 1198  
 Deed Page: 0510  
 Plat Book:  
 Plat Page:  
 Deed Acres: 56.063  
 Physical Address: 1148 ANDREWS STORE RD  
 Improvement Value: 30263  
 Land Value: 989220  
 Fire District: 107  
 Township Code: 2

One Inch = 400 Feet

