

Prepared by and return to: Bradshaw & Robinson, LLP, Post Office Box 607, Pittsboro, North Carolina 27312

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

TEMPORARY LANDSCAPING EASEMENT AND MAINTENANCE AGREEMENT

THIS TEMPORARY LANDSCAPING EASEMENT AGREEMENT (this “**Easement Agreement**”) is made and entered into the 20th 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**, a Delaware limited liability company (the “**Grantee**”). The Grantor and the Grantee are sometimes collectively referred to herein as the “**Parties.**”

WITNESSETH:

THAT, WHEREAS, the County of Chatham owns all of a certain tract or parcel of land, referred to as Chatham County tax parcel number 0087469, which is located in Baldwin Township, Chatham County, North Carolina, and is more particularly described as follows:

ALL of that certain tract or parcel of land containing 31.53 acres, more or less, according to the 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, the Grantor and the Grantee have agreed that Grantee will maintain the current level of landscaping along Granite Mill Boulevard within the Easement Area defined below for a period of three (3) years from the date of this Agreement and Grantee will have an option to extend the easement term by one additional year thereafter;

WHEREAS, the Grantor and Grantee desire for the Grantee, its successors, assigns, agents, mortgagees, licensees and invitees to have a non-exclusive, temporary easement for (i) access, ingress, egress and regress over the Easement Area, as hereinafter defined; and (ii) the installation and maintenance of landscaping within the Easement Area, as hereinafter defined; and

WHEREAS, the Grantor desires to convey to the Grantee access and certain other easement rights over the Easement Area as provided herein.

NOW, THEREFORE, the Parties, for and in consideration of Ten Dollars, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, do hereby agree as follows:

SECTION 1. Grant of Easement. The Grantor does hereby bargain, sell and convey, and by these presents does hereby give, grant, bargain, sell and convey to the Grantee, and 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 the Grantee and its successors, assigns, mortgagees, licensees and invitees: (i) access, ingress, egress and regress over and across the Easement Area; and (ii) to install and maintain landscaping within the Easement Area, which landscaping and which maintenance may include, but is not limited to, mowing, weeding, mulching, and irrigating. This Easement Agreement shall automatically expire on the date that is three (3) years after the date of execution hereof (the "**Termination Date**"); provided, however that Grantee may extend the easement term by one (1) additional year by giving Grantor notice in writing of the same. In the event Grantee exercises the one (1) year extension option, Grantee likewise agrees to maintain the landscaping during the extended one (1) year term.

The "**Easement Area**" referred to herein shall mean all of those non-paved areas lying to the east of the existing parking and other improvements located on the School Tract, and to the west of Granite Mill Boulevard. The Easement Area is generally depicted on the map attached hereto as "Exhibit A," which is incorporated herein by reference.

TO HAVE AND TO HOLD said temporary easement and right-of-way to the Grantee and its heirs, successors and assigns. This temporary easement shall be appurtenant to and run with the title to the

Grantee's Tract until the Termination Date. Grantee's easement rights set forth herein shall also inure to the benefit of Grantee's successors and assigns.

SECTION 2. Grantee's Use of Easement. This Agreement is being executed contemporaneously with a Temporary Construction Easement Agreement and Agreement As to Right of Way Dedication and Parking Space Construction (the "Construction Easement Agreement"). Pursuant to the Construction Easement Agreement, Grantee will be making certain roadway and parking lot improvements described therein. At the conclusion of said construction, Grantee will ensure that the landscaping in Easement Area will be returned to a standard of appearance commensurate with its current appearance (the "Standard Landscaping"). Grantee further agrees that it shall maintain said standard landscaping within the Easement Area throughout the term of this Agreement. Notwithstanding anything else herein to the contrary, Grantor and Grantee agree that, in the event Grantee proposes to add new landscaping elements (such as trees, plants, bushes and the like) to the Easement Area beyond the Standard Landscaping, Grantee shall, prior to September 1, 2015, provide the Chatham County Board of Education with proposed landscaping plans for review and approval by the Chatham County Board of Education, such approval not to be unreasonably withheld, delayed or conditioned. In the event such additional landscaping is approved, the same shall be installed on or before November 1, 2015 and Grantee shall maintain the same for the term of this Agreement.

SECTION 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; Easements Cumulative. This Easement Agreement contains the entire understanding and agreement by and between the Parties with respect to the temporary landscaping easement conveyed herein, and all prior or contemporaneous oral or written agreements regarding the temporary landscaping easement are merged herein. The easement conveyed to the Grantee pursuant to this Easement Agreement shall be in addition to any other easements in favor of the Grantee, which easements include, but are not limited to, any easements shown on Plat Slide 2008-335, Chatham County Registry, and those easements described in the deed recorded in Book 1428, Page 443, Chatham County Registry. Furthermore, the Parties acknowledge that this Easement Agreement in no way limits or modifies any maintenance or other obligations of the Grantor pursuant to the deed recorded in Book 1428, Page 443, Chatham County Registry.

(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 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.

[remainder of page intentionally left blank; signatures begin on the following page]

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

COUNTY OF CHATHAM

By: James G. Crawford (SEAL)

CHATHAM COUNTY BOARD OF EDUCATION,
A school administrative unit of North Carolina

By: Gary Leonard (SEAL)

NNP-BRIAR CHAPEL, LLC,
a Delaware limited liability company

By: Lindsay K. Ray (SEAL)

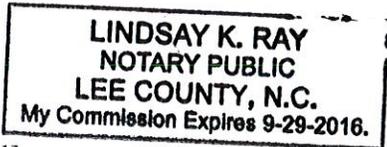
CHATHAM COUNTY, NORTH CAROLINA

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: James G. Crawford

Date: 05-11-2015 Lindsay K. Ray

Notary Public

Print Name: Lindsay K. Ray



[Official Seal]

My commission expires: 09-29-2016

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: Gary Leonard

Date: 05/20/2015 Sheila S. Tally

Notary Public



Print Name: Sheila S. Tally

[Official Seal]

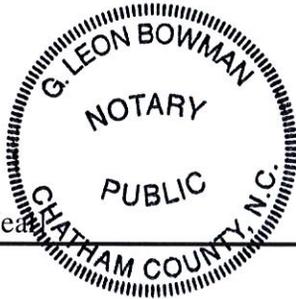
My commission expires: June 7, 2015

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

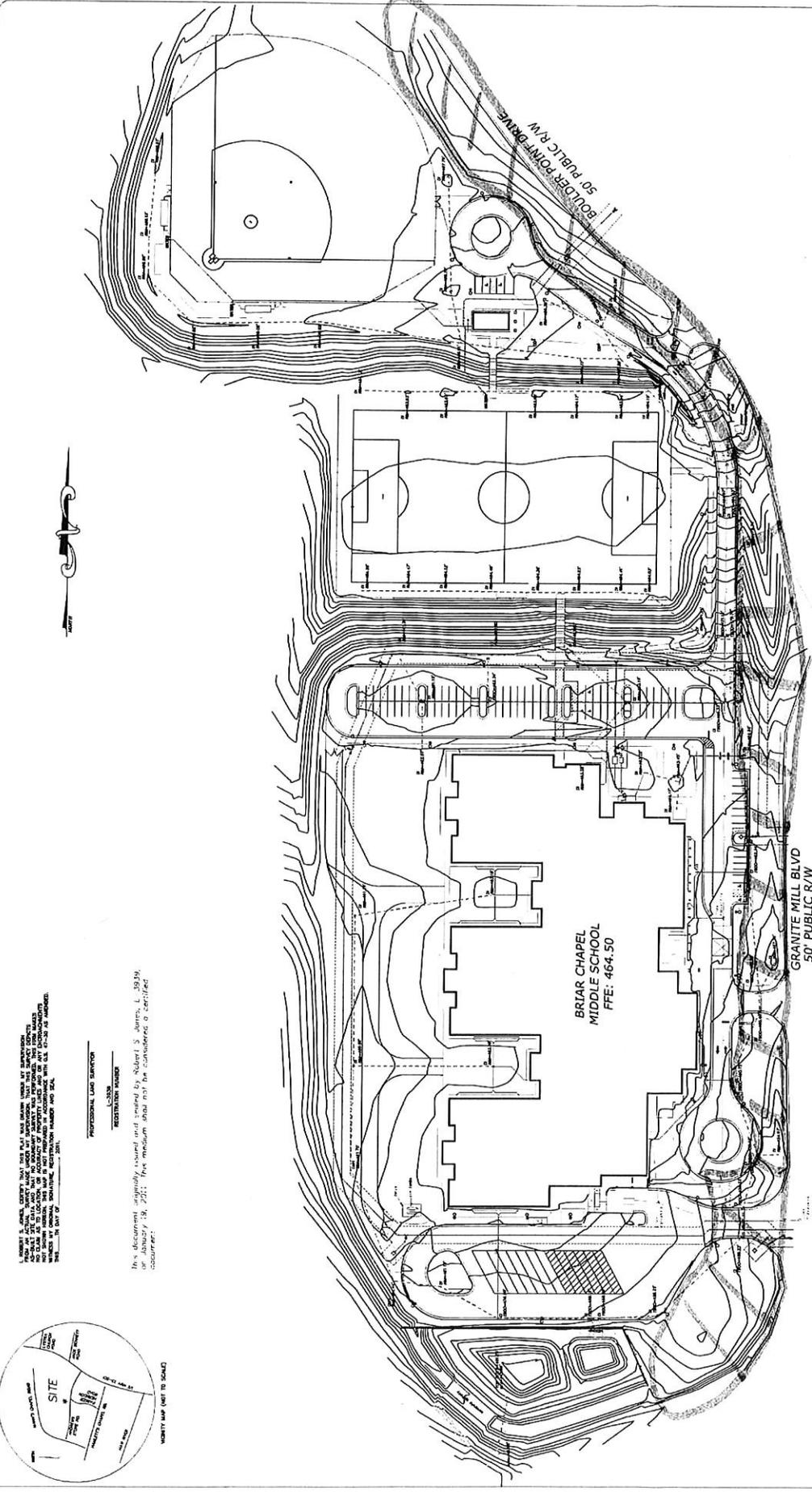
Print Name: G. Leon Bowman

[Official Seal]

My commission expires: 9/10/19

Exhibit A

“Easement Area Map”



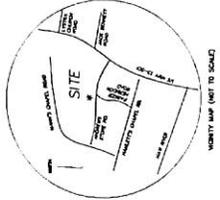
AS-BUILT SURVEY OF:
**BRIAR CHAPEL
 MIDDLE SCHOOL**
 SCALE: 1" = 30'
 DATE: JANUARY 15, 2011
 COUNTY: WASHINGTON COUNTY, NC

**P.S. JONES &
 ASSOCIATES, INC.**
 LAND SURVEYORS
 121 WEST GARY STREET, SUITE A
 WASHINGTON, NC 27583
 PHONE: (919) 553-7433 FAX: (919) 553-0088

THESE PLANS, SPECIFICATIONS, CONTRACT AND ALL OTHER DOCUMENTS ARE HEREBY
 ACCEPTED BY THE CONTRACTOR AND SHALL BE CONSIDERED A PART OF THE CONTRACT.
 NO CLAIM FOR DAMAGES OR RECOVERY OF PROFITS OR PUNITIVE DAMAGES SHALL BE
 MADE BY OR FOR THE CONTRACTOR OR ANY OTHER PARTY UNDER ANY THEORY OF
 LIABILITY, IN ANY STATE, FEDERAL OR FOREIGN COURT, IN CONNECTION WITH
 THESE PLANS, SPECIFICATIONS, CONTRACT AND ALL OTHER DOCUMENTS.
 DATE: 01/15/2011

PROFESSIONAL LAND SURVEYOR
 STATE OF NORTH CAROLINA
 EXPIRES: 12/31/2011

This document is prepared and sealed by Robert S. Jones, L. 39339,
 on 01/15/2011. Any additions shall not be considered a certified
 document.



NOTES:
 1. THE PURPOSE OF THIS SURVEY IS TO SHOW AVAILABLE SITE DATA
 AND TO PROVIDE A BASIS FOR THE DESIGN OF THE BUILDING AND
 OTHER RELATED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 VERIFYING ALL DATA AND CONDITIONS PRIOR TO CONSTRUCTION. THE
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL
 CONDITIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL
 BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND
 APPROVALS FROM THE APPROPRIATE AGENCIES.

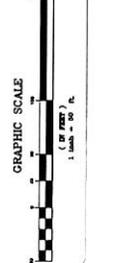
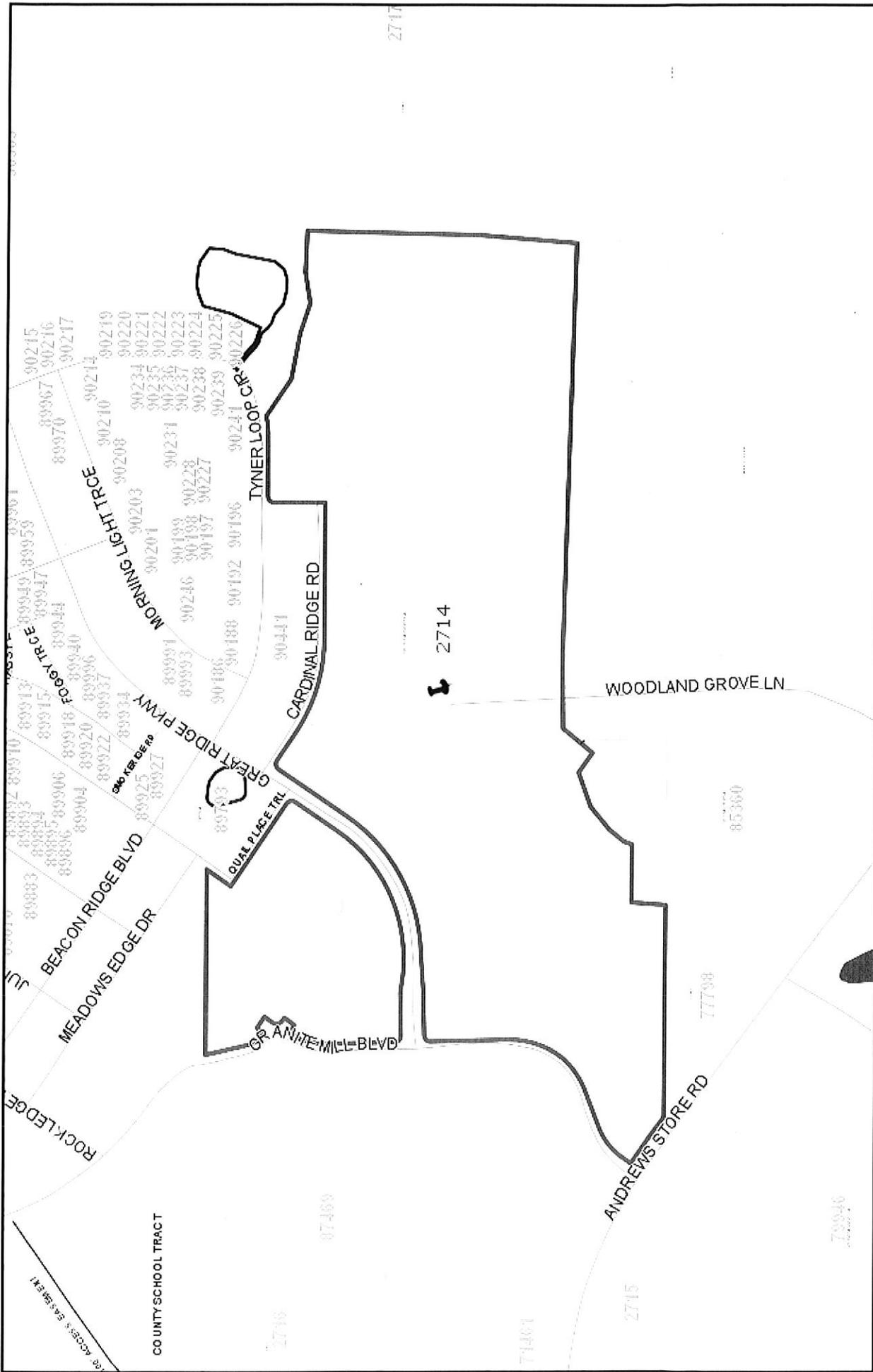


Exhibit B
“Grantee Parcel 2714”



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 public records 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

