



STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish buyers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option, and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
2. You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (✓) in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.
 - a. If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
 - c. If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even if you have actual knowledge of them or should have known of them.
 - d. If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the buyer a corrected Disclosure Statement or correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
4. You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See "Note to Buyers" below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.

Note to Buyer: If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the buyer. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 412 Lake Rd, Creedmoor, NC 27522

Owner's Name(s): Opendoor Property Trust I

Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Authorized Signer on Behalf of

Owner Signature: Megan Meyer Opendoor Property Trust I

Date March 25th, 2024

Owner Signature: _____

Date _____

Buyers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate.

Buyer Signature: _____

Date _____

Buyer Signature: _____

Date _____

Property Address/Description: 412 Lake Rd, Creedmoor, NC 27522

The following questions address the characteristics and condition of the property identified above about which the owner has actual knowledge. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

- | | Yes | No | No Representation |
|--|-----|-----|-------------------|
| 1. In what year was the dwelling constructed? 1978
Explain if necessary: _____ | | | [] |
| 2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them? _____ | [] | [] | [] |
| 3. The dwelling's exterior walls are made of what type of material? [] Brick Veneer [] Wood [] Stone [] Vinyl [] Synthetic Stucco [] Composition/Hardboard [] Concrete [] Fiber Cement [] Aluminum [] Asbestos [] Other _____ (Check all that apply) | | | [] |
| 4. In what year was the dwelling's roof covering installed? Unknown (Approximate if no records are available) Explain if necessary: Seller has no knowledge of installation dates. | | | [] |
| 5. Is there any leakage or other problem with the dwelling's roof? _____ | [] | [] | [] |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? _____ | [] | [] | [] |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)? _____ | [] | [] | [] |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? _____ | [] | [] | [] |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? _____ | [] | [] | [] |
| 10. What is the dwelling's heat source? [] Furnace [] Heat Pump [] Baseboard [] Other Unknown (Check all that apply)... Age of system: Unknown | | | [] |
| 11. What is the dwelling's cooling source? [] Central Forced Air [] Wall/Window Unit(s) [] Other _____ (Check all that apply)... Age of system: Unknown | | | [] |
| 12. What are the dwelling's fuel sources? [] Electricity [] Natural Gas [] Propane [] Oil [] Other _____ (Check all that apply)
If the fuel source is stored in a tank, identify whether the tank is [] above ground or [] below ground, and whether the tank is [] leased by seller or [] owned by seller. (Check all that apply) _____ | | | [] |
| 13. What is the dwelling's water supply source? [] City/County [] Community System [] Private Well [] Shared Well [] Other South Granville Water and Sewer (Check all that apply) _____ | | | [] |
| 14. The dwelling's water pipes are made of what type of material? [] Copper [] Galvanized [] Plastic [] Polybutylene [] Other _____ (Check all that apply) _____ | | | [] |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)? _____ | [] | [] | [] |
| 16. What is the dwelling's sewage disposal system? [] Septic Tank [] Septic Tank with Pump [] Community System [] Connected to City/County System [] City/County System available [] Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) [] Other South Granville Water and Sewer (Check all that apply) _____ | | | [] |
| 17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit?
If your answer is "yes," how many bedrooms are allowed? _____ [] No records available | [] | [] | [] |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system? _____ | [] | [] | [] |
| 19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems? _____ | [] | [] | [] |
| 20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)? _____ | [] | [] | [] |

Buyer Initials and Date _____ Owner Initials and Date MM 03-25-2024
Buyer Initials and Date _____ Owner Initials and Date _____

- | | <u>Yes</u> | <u>No</u> | <u>No
Representation</u> |
|---|------------|-----------|------------------------------|
| 21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?..... | [] | [] | [■] |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? | [] | [] | [■] |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?..... | [] | [] | [■] |
| 24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)? | [] | [] | [■] |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) located on or which otherwise affect the property? | [] | [] | [■] |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? | [] | [] | [■] |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?..... | [] | [] | [■] |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?..... | [] | [] | [■] |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area? | [] | [■] | [] |
| 30. Does the property abut or adjoin any private road(s) or street(s)?..... | [] | [] | [■] |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?..... | [■] | [] | [] |

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):

5. Performed minor repairs to roof. 8. Repaired plumbing in a bathroom due to leak through the ceiling.
 Any fireplace conveys and current (as-is) condition. Seller to make no repairs. No known issues. Any windows with possible blown seals to convey in current (as-is) condition. Seller has never occupied this property. Seller encourages Buyer to have their own inspection performed, and to verify all information relating to the property. Buyer is aware that the security system does not convey with the seller of the home. Electronic Locksets, Kwikset 914 (or similar, present and in place) will be removed and replaced with a standard lock prior to the close of escrow.
5.6. Repaired roof leak in January 2024.

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

- | | <u>Yes</u> | <u>No</u> | <u>No
Representation</u> |
|--|------------|-----------|------------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?..... | [] | [■] | [] |

If you answered "yes" to the question above, please explain (attach additional sheets if necessary):

- | | | | |
|---|-----|-------|-----|
| 33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If your answer is "yes", please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: | [] | [■] | [] |
|---|-----|-------|-----|

• (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, and telephone number of the president of the owners' association or the association manager are _____

• (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, and telephone number of the president of the owners' association or the association manager are _____

Buyer Initials and Date _____	Owner Initials and Date <u>MM</u> 03-25-2024
Buyer Initials and Date _____	Owner Initials and Date _____

***If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.**

	<u>Yes</u>	<u>No</u>	<u>No Representation</u>
34. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: _____	[]	[]	[■]
35. As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____	[]	[]	[■]
36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the property or lot to be conveyed</i> ? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	[]	[]	[■]
37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the planned community or the association to which the property and lot are subject</i> , with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	[]	[]	[■]
38. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply).			

	<u>Yes</u>	<u>No</u>	<u>No Representation</u>
Management Fees.....	[]	[]	[■]
Exterior Building Maintenance of Property to be Conveyed.....	[]	[]	[■]
Master Insurance.....	[]	[]	[■]
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....	[]	[]	[■]
Common Areas Maintenance.....	[]	[]	[■]
Trash Removal.....	[]	[]	[■]
Recreational Amenity Maintenance (specify amenities covered) _____	[]	[]	[■]
Pest Treatment/Extermination.....	[]	[]	[■]
Street Lights.....	[]	[]	[■]
Water.....	[]	[]	[■]
Sewer.....	[]	[]	[■]
Storm water Management/Drainage/Ponds.....	[]	[]	[■]
Internet Service.....	[]	[]	[■]
Cable.....	[]	[]	[■]
Private Road Maintenance.....	[]	[]	[■]
Parking Area Maintenance.....	[]	[]	[■]
Gate and/or Security.....	[]	[]	[■]
Other: (specify) _____			

Buyer Initials and Date _____	Owner Initials and Date <u>MM</u> 03-25-2024
Buyer Initials and Date _____	Owner Initials and Date _____

Type: CONSOLIDATED REAL PROPERTY
Recorded: 10/28/2016 12:40:29 PM
Fee Amt: \$26.00 Page 1 of 6
Revenue Tax: \$0.00
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1617 PG 22 - 27

Instrument prepared by and return to Stephen D. Lowry, 8358-104 Six Forks Rd., Raleigh, NC 27615

**DECLARATION OF DRIVEWAY EASEMENT AND
DRIVEWAY MAINTENANCE AGREEMENT AND
SEWER/WATERLINE EASEMENT**

This **DECLARATION OF DRIVEWAY EASEMENT AND DRIVEWAY MAINTENANCE AGREEMENT AND SEWER/WATERLINE EASEMENT** is made this 14 day of April, 2016, by and between **MAXINE ROGERS AIKEN** (the "Lot 4 Owner"), and **ERNEST L. BREEDLOVE, JR.** (the "Lot 3 Owner").

RECITALS:

WHEREAS, the Lot 4 Owner is the owner of property on West Lake Road, Creedmoor, NC described as follows ("Lot 4"):

Being all of Lot 4 Revised, containing 0.5034 acres, more or less, as shown on that map recorded in Plat Book 29, Page 151, Granville County Registry

WHEREAS, the Lot 3 Owner is under contract to acquire the property on West Lake Road, Creedmoor, NC described as follows ("Lot 3"):

Being all of Lot 3 Revised, containing 0.7225 acres, more or less, as shown on that map recorded in Plat Book 29, Page 151, Granville County Registry

WHEREAS, there is a driveway currently constructed on Lot 4 which provides access to West Lake Road for both Lots 3 and 4, and the parties wish to provide for the continued use of such driveway, and to set forth their respective rights and obligations with respect to such use and maintenance, effective upon the recording of the deed conveying title to Lot 3 to the Lot 3 Owner; and

WHEREAS, the Lot 4 Owner and the Lot 3 Owner have agreed to provide for a common, shared driveway facility serving both properties and uses and, to that end, the establishment of driveway easement from Lot 4 to Lot 3 for such purpose; and

WHEREAS, this agreement establishes the mutual rights, entitlements, and responsibilities of the parties regarding the common driveway and this easement; and

Submitted electronically by "Lowry & Assoc"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Granville County Register of Deeds.

WHEREAS, there currently are waterlines and sewer lines running on Lot 4 for the benefit of Lot 3, and the parties wish to memorialize the right to such utility lines;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows, but effective only upon the recording of the deed conveying title to Lot 3 to the Lot 3 Owner:

1. Establishment of Driveway Easement.

The Lot 4 Owner hereby grants and conveys to the Lot 3 Owner, its successors and assigns, the non-exclusive right, title, and easement of ingress, egress, and regress over the Easement Area (described below) for common use for vehicular and pedestrian ingress, egress, and regress, in and over that property and area hereinafter described. Said easement shall be for the mutual and non-exclusive use of the Lot 4 Owner and the Lot 3 Owner, their successors and assigns, and their respective guests, tenants, invitees, and permittees, as incidental and convenient to the ongoing occupancy, use and operation of their respective lots. No structures, buildings, obstructions, or other encroachments shall be located or allowed to be located in the Easement area, nor shall any activity be conducted or allowed, which prohibits, restricts, or otherwise interferes with the free and unrestricted use of the easement area for vehicular and pedestrian access purposes.

2. Location and Extent. The easement area shall be that area where the driveway is currently located on Lot 4, which are is generally located in the area described as follows:

Beginning at an iron pipe set in the northern right of way boundary of West Lake Road marking the common corner of Lots 3 and 4, as shown on that plat recorded in plat Book 29, Page 151, Granville County Registry (the "Plat"); thence running along the common boundary line of said Lots 3 and 4 N 26° 31' 17" E 1458.37' to an 18" Maple, marking the northwestern corner of said Lot 4, as shown on the Plat; running thence S 63° 22' 39" E 19.22' to an existing iron pipe marking the former northwestern corner of said Lot 4 as previously depicted in that plat recorded in Plat Book 13, page 46, Granville County Registry, and as shown on the Plat; running thence along the former common boundary line of said Lots 3 and 4 as shown on that Prior Plat and as depicted on the Plat, S 26° 19' 59" W 200.20' to an existing iron pipe in the northern right of way boundary of said West Lake Street; running thence along said northern right of way boundary of West Lake Street S 62° 51' 10" W 19.88' to an iron pipe set, and BEING THE POINT AND PLACE OF BEGINNING, and being all of that area containing 0.0898 acres, more or less, added to Lot 4 pursuant to the Plat.

For all purposed hereof, the "Easement Area" shall mean the area described above, and, to the extent the driveway currently located on Lot 4 extends beyond that area, the area where the driveway is currently located.

Further, the Parties hereto do further covenant and agree for themselves, their successors and assigns, that the cost of maintenance and repair of said driveway shall be shared by the Parties as described herein.

3. **Utility Line Easement.** The Lot 4 Owner hereby conveys to Grantee the following easement rights upon, over, and through the Easement Area: A perpetual, nonexclusive utility and pipeline easement, together with a perpetual right of ingress and egress over such easement (collectively, the "Utility Easement"), for the following purposes: (a) to construct, install, operate, maintain, repair, reconstruct, replace, and/or remove such facilities, fixtures, equipment, markers, and appurtenances as may be necessary or desirable for water, sewer, utility and pipeline purposes (collectively, the "Facilities") for the benefit of Lot 3; and (b) to cut and/or clear any or all vegetation and debris from the Easement Area as Grantee deems reasonably necessary in exercising the rights granted hereunder. The parties acknowledge and agree that the Utility Easement shall also extend and benefit any public utility providing such utility services to Lot 3 across the Easement Area, including without limitation the City of Creedmoor, the County of Granville, and the South Granville Water and Sewer Authority.

TO HAVE AND TO HOLD the above-described easements as an appurtenance to all of the property, which easement shall run with said lands forever.

4. **Covenants and Driveway Maintenance Agreement.** The Parties, their heirs, assigns and successors hereby agree to the following terms of use and maintenance:

- a. The private driveway shall only be used for ordinary residential use and neither party shall cause any extraordinary wear and tear by building, drilling, or heavy use of the same. If there is any damage to said private driveway as a result of extraordinary wear and tear, the responsible Party shall bear all costs associated with repair of the same in accordance with this Agreement;
- b. All expenses for ordinary maintenance and agreed upon improvements, including adequate pavement and/or cover, graded shoulders, grass cuts, and any necessary repairs, all of which shall be shared equally between the Parties on an annual basis; notwithstanding the foregoing, the Lot 3 Owner shall be responsible for all expenses associated with the portion of the driveway that extends beyond the turnoff on the driveway to the improvements located on Lot 4, and the Lot 4 Owner shall be responsible for all expenses associated with the portion of the driveway extending from said turnoff to the improvements located on Lot 4.
- c. In advance of contracting for ordinary repairs or maintenance on an annual basis, the Parties shall notify all owners of the written estimate and costs associated with the same and shall agree upon the selection of a contractor to perform said maintenance. If any Party fails to object to the selection of

the contractor and recommended maintenance after having at least ten (10) days' notice of the estimate, the other Party may proceed with the proposed contractor and the Parties shall split the costs associated with said ordinary repairs and maintenance reflected in the written estimate in accordance with their respective shares;

- d. Any damage caused to the driveway by any owner, guest, invitee, or agent beyond ordinary wear and tear ("extraordinary damage"), including damage to the driveway caused by construction shall be immediately repaired by the responsible owner so as not to cause any inconvenience of the other owners. If repairs are not completed within seven (7) days of the occurrence of extraordinary damage, written notice may be given to any responsible owner to rectify the damage. In the event the extraordinary damage is not rectified within fourteen (14) days after demand and written notice of the same, the non-responsible Party may repair the extraordinary damage and may forward the invoice for all reasonable costs associated with repair of the same with demand for payment or reimbursement within thirty (30) days;

5. **Temporary Construction Easements.** The Lot 4 Owner grants unto the Lot 3 Owner a nonexclusive, temporary access easement across in the Easement Area for (i) the purpose of constructing, operating, maintaining, and rebuilding or replacing the portion of the driveway in the area of the Easement Area that extends beyond the current turnoff on the currently existing driveway to the improvements located on Lot 4, in order to allow desired access to Lot 3 in the Easement Area, and (ii) for the purpose of installing and maintaining the Utility Easement and Facilities in good working order and repair and in accordance with all applicable laws, statutes, ordinances, regulations, and orders of all applicable governmental authority(ies).

6. **Amendment; Termination.** It is understood and agreed that this Easement agreement may not be amended or terminated except by written instrument executed by both parties and recorded in the Granville County Registry.

7. **Benefits and Binding Effects.** This easement agreement shall benefit and be binding upon the parties, and their respective successors and assigns. The rights and obligations granted and created hereunder are perpetual, run with title to the properties described herein, and can be terminated only as provided herein.

8. **Assignment.** Each Party shall have the right to transfer or assign the Easement Area as collateral or otherwise, provided that the continued use of the Easement Area is consistent with the terms and conditions of this conveyance.

9. **Indemnification.** This Agreement is conditioned upon each Party indemnifying the other Party and such Party's heirs, successors and assigns (collectively, the "Indemnified Party") from any and all losses, costs, damages, expenses, including, without limitation, attorneys' fees, and any other liability any Indemnified Person may

suffer as a proximate result of the use of the Easements by such first Party and its members or managers, or the tenants, customers, guests, employees, invitees, or licensees of such first Party on the portion of the Easements located on the parcel of land owned by the Indemnified Party; provided, however, that the Indemnified Party shall give written notice to the indemnifying Party of its request for indemnification within 30 days of any loss which may entitle the Indemnified Party to indemnification as provided herein.

IN WITNESS WHEREOF, the parties have executed the foregoing under signature of their duly authorized officers, acting with proper authority, under seal, the day and year first above written.

LOT 4 OWNER:

Maxine Rogers Aiken by Karen W. Brown (SEAL)
Maxine Rogers Aiken, by Karen W. Brown, her attorney-in-fact

NORTH CAROLINA

COUNTY OF

Granville

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Karen W. Brown, as attorney-in-fact for Maxine Rogers Aiken

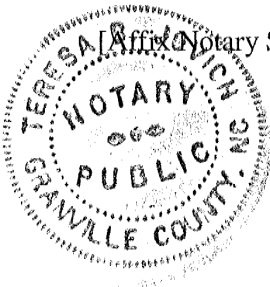
Date: 10-12-2016

My Commission Expires:

5-18-2018

Teresa B. Jovich
Notary Public

Print Name: TERESA B. JOVICH



LOT 3 OWNER:

Ernest L. Breedlove, Jr. (SEAL)
Ernest L. Breedlove, Jr.

NORTH CAROLINA

COUNTY OF GRAVINE

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ernest L. Breedlove, Jr.

Date: 10-12-2016

My Commission Expires:

5-18-2018

Teresa B. Jovich
Notary Public
Print Name: TERESA B. JOVICH

[Affix Notary Stamp or Seal]

