

ACCESS EASEMENT AGREEMENT

Prepared by / return to: Paul A. Arena, Moore & Van Allen PLLC, 100 N. Tryon St., Suite 4700, Charlotte, NC 28202

THIS ACCESS EASEMENT AGREEMENT (hereinafter, the "**Agreement**") is made and entered into as of _____, 202_, by and between FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("**Grantor**"); ANN J. LILES, CHARLES ARTHUR LILES and wife, _____, JEAN LILES CARTER and husband, _____, MICHAEL WAYNE LILES and wife, _____, and LINDA WEST COUSINS and husband, _____ (collectively, "**Grantee**").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain parcel of land described on Exhibit A (the "**Grantor Parcel**"), attached hereto and hereby incorporated herein; and

WHEREAS, Grantee is the owner of that certain parcel of land adjacent to the Grantor Parcel, and described on Exhibit B (the "**Liles Parcel**"), attached hereto and hereby incorporated herein; and

WHEREAS, Grantee is the holder of one or more easements for access and/or utilities described in those deeds recorded in Book 2625, Page 368, Book 2625, Page 374, Book 2625, Page 362, Wake County Registry, and that easement agreement recorded in Book 8262, Page 6, Wake County Registry, and as depicted on the plat recorded in Book of Maps 1977, Page 377, Wake County Registry (collectively, the "**Existing Easement**"); and

WHEREAS, the parties wish to clarify Grantees' easement rights over the Grantor Parcel, as set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Access Easement. Grantor hereby gives and grants unto Grantee, as an appurtenance to the Liles Parcel, a temporary, non-exclusive access easement (the "**Access Easement**") on, above, over, across and through the portion of the Grantor Parcel shown as the "Variable Width Access

Easement” on the Final Plat for Harmony Landing Subdivision, Ph. 1A recorded in Book of Maps 2022, Pages 1609-1613 and as more particularly described on Exhibit C (the “**Easement Area**”) attached hereto and incorporated herein. For the avoidance of doubt, the Easement Area is located on a portion of the parcel labeled “Open Space 4” containing 0.189 acre, as shown on the above-referenced plat.. The Access Easement shall terminate at such time as the portion of Raven Perch Drive running from the intersection of Raven Perch Drive and Duet Drive to the Liles Parcel has been dedicated as public right-of-way.

2. Release of Rights. Each Grantee releases and forever quitclaims unto Grantor any and all rights to use the Existing Easement for any purpose. Grantor and Grantee agree that the Existing Easement is hereby terminated and of no further force and effect.

3. Benefit. The easements and rights granted and/or reserved hereunder shall be easements and covenants running with the land, and shall be binding upon and inure to the benefit of the owners of fee simple title to the Grantor Parcel and the Liles Parcel, as applicable, their respective heirs, successors and assigns and all those claiming by, through or under each such owner, including the successors in title with respect to the Grantor Parcel and the Liles Parcel, as applicable.

4. No Dedication for Public Use. Nothing contained herein is intended to be, or shall be construed or deemed to constitute, a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

5. Amendments and Modifications. This Agreement may be amended, modified or terminated only by a written document executed in recordable form by all of the then owners of the Grantor Parcel, and the Liles Parcel, and recorded in the office of the Register of Deeds of Wake County.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein. All previous undertakings or agreements between the parties with respect to the matters addressed herein are merged herein and superseded hereby. No representation, promise or inducement not included herein shall be binding on any party hereto.

7. Interpretation. If there arises any issue regarding the intent of the parties to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any party, and this Agreement shall not be strictly construed against any party. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa. Any use in this Agreement of any form of the verb "to include" means the word stated but not limited to. The paragraph headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend or interpret the scope of this Agreement or any particular section, paragraph or provision of this Agreement.

8. Exhibits and Recitals. All exhibits, schedules, addenda and other attachments to this Agreement, and the recitals at the beginning of this Agreement, are incorporated herein and constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

GRANTEE:

ANN J. LILES

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the ____ day of _____, 202____.

printed name: _____, Notary Public
My commission expires: _____

(Official Seal)

LINDA WEST COUSINS

and husband, _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that
_____ personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the ____
day of _____, 202____.

printed name: _____, Notary Public
My commission expires: _____

(Official Seal)

JEAN LILES CARTER

and husband, _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that
_____ personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the ____
day of _____, 202____.

printed name: _____, Notary Public
My commission expires: _____

(Official Seal)

MICHAEL WAYNE LILES

and wife _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that
_____ personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the ____
day of _____, 202____.

printed name: _____, Notary Public
My commission expires: _____

(Official Seal)

LINDA WEST COUSINS

and husband_____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that
_____ personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the ____
day of _____, 202____.

printed name:_____, Notary Public
My commission expires:_____

(Official Seal)

CHARLES ARTHUR LILES and wife_____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that
_____ personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the ____
day of _____, 202____.

printed name: _____, Notary Public
My commission expires: _____

(Official Seal)

GRANTOR:

FORESTAR (USA) REAL ESTATE GROUP INC.,
a Delaware corporation

By:_____

Name:_____

Title:_____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that
_____ personally appeared before me this day and acknowledged the due execution of the
foregoing instrument. Witness my hand and official seal this the ____ day of _____,
202____.

printed name:_____, Notary Public
My commission expires:_____

(Official Seal)

Exhibit A

Grantor Parcel

Located in Wake County, North Carolina, and more particularly described as follows:

Parcel 1:

BEGINNING at an existing iron pipe, said existing iron pipe being located at the western right-of-way of N.C.S.R. #2300 Edgemont Road having NC Grid NAD 83/2011 coordinates N(Y): 751,250.51' E(X): 2,177,941.18'; thence leaving existing iron pipe along right-of-way S 00°11'40" W a distance of 402.59' to a new iron pipe being common corner of Parcel 5; thence S 87°24'08" W a distance of 973.88' to a new iron pipe; being common corner of Parcel Three and Five; thence N 00°08'11" W a distance of 7.91' to a broken existing concrete monument; thence N 00°08'11" W a distance of 281.99' to an existing iron pipe; thence N 00°08'11" W a distance of 144.93' to an existing iron pipe; thence N 00°08'11" W a distance of 148.66' to an existing concrete monument; thence S 82° 01'13" E a distance of 985.17' to an existing iron pipe; which is the point of beginning, containing an area of 480,344 square feet, 11.027 acres, as shown on a survey prepared by Cawthorne, Moss & Panciera, P, dated January 23, 2020.

Parcel 2:

BEGINNING at a new iron pipe, said new iron pipe being located at the western right-of-way of N.C.S.R. #2300 Edgemont Road and being common corner of Parcel 6 having NC Grid NAD 83/2011 coordinates N(Y): 750,847.97' E(X): 2,177,939.50'; thence leaving new iron pipe along right-of-way S 00°11'40" W a distance of 396.44' to a point; thence S 00°26'51" E a distance of 29.35' to an existing iron pipe, said existing iron pipe being the common corner of Parcel Four; thence N 89°56'34" W a distance of 970.85' to a new iron pipe, being common corner of Parcels Three and Four; thence N 00°08'11" W a distance of 380.68' to a new iron pipe, said new iron pipe being common corner of Parcels Three and Six; thence N 87°24'08" E a distance of 973.88' to a new iron pipe; which is the point of beginning, containing an area of 391,821 square feet, 8.995 acres, as shown on a survey prepared by Cawthorne, Moss & Panciera, P, dated January 23, 2020.

Parcel 3:

BEGINNING at an existing iron pipe, said existing iron pipe being located at the western right-of-way of N.C.S.R. #2300 Edgemont Road and being common corner of Parcel 5 having NC Grid NAD 83/2011 coordinates N(Y): 750,422.72' E(X): 2,177,938.96'; thence leaving existing iron pipe along right-of-way S 00°26'51" E a distance of 396.68' to a point; thence with a curve turning to the left with an arc length of 28.53', with a radius of 10030.00', with a chord bearing of S 00°31'45" E, with a chord length of 28.53', to a new iron pipe, said new iron pipe being located from the intersection of N.C.S.R. #2300 Edgemont Road and Osprey Landing Drive N 07°08'52" W a distance of 226.22'; thence

leaving said new iron pipe N 87°17'37" W a distance of 974.40' to a new iron pipe, being the common corner of Parcel Three; thence N 00°08'11" W a distance of 380.16' to a new iron pipe, being common corner of Parcels Three and Five; thence S 89°56'34" E a distance of 970.85' to an existing iron pipe; which is the point of beginning, containing an area of 391,377 square feet, 8.985 acres, as shown on a survey prepared by Cawthorne, Moss & Panciera, P, dated January 23, 2020.

Parcel 4:

BEGINNING at a new iron pipe, said new iron pipe being located at the southern right-of-way of U.S. 64 Highway and being common corner of Parcel Two having NC Grid NAD 83/2011 coordinates N(Y): 751,091.70' E(X): 2,175,298.14'; thence leaving new iron pipe S 66°30'23" E a distance of 908.15' to a new iron pipe; thence S 00°10'56" W a distance of 7.55' to an existing concrete monument; thence S 00°10'56" W a distance of 568.67' to an existing iron pipe; thence N 81°17'34" W a distance of 1273.43' to a point; thence N 17°33'34" W a distance of 465.20' to a point at the southern right-of-way of U.S. 64 Highway; thence along right-of-way N 62°00'28" E a distance of 643.33' to a new iron pipe; which is the point of beginning, containing an area of 897,865 square feet, 20.612 acres, as shown on a survey prepared by Cawthorne, Moss & Panciera, P, dated January 23, 2020.

Parcel 5:

BEGINNING at an existing iron pipe, said existing iron pipe being the south eastern rear corner of Parcel One having NC Grid coordinates N(Y): 750,153.44' E(X): 2,176,129.55'; thence leaving existing iron pipe N 00°10'56" E a distance of 568.67' to an existing concrete monument; thence N 00°10'56" E a distance of 7.55' to a new iron pipe, being common corner of Parcel One and Two; thence N 84°55'41" E a distance of 838.90' to a new iron pipe, being the common corner of Parcels Six and Five; thence S 00°08'11" E a distance of 380.68' to a new iron pipe, being common corner of Parcels Four and Five; thence S 00°08'11" E a distance of 380.16' to a new iron pipe; thence N 87°17'37" W a distance of 170.92' to a new iron pipe; thence N 81°17'34" W a distance of 676.32' to an existing iron pipe; which is the point of beginning, containing an area of 565,894 square feet, 12.991 acres, as shown on a survey prepared by Cawthorne, Moss & Panciera, P, dated January 23, 2020.

Parcel 6:

BEGINNING at an existing concrete monument, said existing concrete monument located at the southern right-of-way of U.S. 64 Highway having NC Grid NAD 83/2011 coordinates N(Y): 751,515.13' E(X): 2,176,053.51'; thence leaving existing concrete monument S 82°01'13" E a distance of 80.74' to an existing concrete monument; thence S 00°10'56" W a distance of 396.00' to a new iron pipe; thence S 00°10'56" W a distance of 370.87' to an existing concrete monument; thence S 00°10'56" W a distance of 7.38' to a new iron pipe, being common corner of Parcels One and Three; thence leaving said iron pipe N 66°30'23" W a distance of 908.15' to a new iron pipe, said new iron pipe being located at the southern

right-of-way of U.S. 64 Highway also common corner of Parcel One; thence leaving new iron pipe along the right-of-way N 62°00'08" E a distance of 364.91' to an existing concrete monument; thence N 59°47'56" E a distance of 501.19' to an existing concrete monument; which is the point of beginning, containing an area of 340,516 square feet, 7.817 acres, as shown on a survey prepared by Cawthorne, Moss & Panciera, P, dated January 23, 2020.

Exhibit B

Liles Parcel

Located in Wake County, North Carolina, PIN 177504615172, and more particularly described as follows:

Being all of Lot 4, containing 13 acres, as shown on plat recorded in Book of Maps 1977, Page 377, Wake County Register of Deeds.

Exhibit C

Easement Area

BEGINNING AT A POINT ON THE RIGHT-OF-WAY OF DUET DRIVE; SAID POINT BEING S 84°53'19" W A DISTANCE OF 5.00' FROM AN EXISTING IRON PIPE WITH GRID COORDINATES OF N(y)=750,653.23', E(x)=2,176,745.49'; THENCE S 84°53'19" W A DISTANCE OF 30.00' TO A POINT ON SAID RIGHT-OF-WAY;

THENCE LEAVING SAID RIGHT-OF-WAY, N 05°06'41" W A DISTANCE OF 103.01' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 31.40', WITH A RADIUS OF 20.00', WITH A CHORD BEARING OF N 50°05'31" W, WITH A CHORD LENGTH OF 28.27', TO A POINT;

THENCE S 84°55'40" W A DISTANCE OF 75.65' TO A POINT; THENCE N 82°04'54" W A DISTANCE OF 15.52' TO A POINT; THENCE N 52°29'42" W A DISTANCE OF 5.92' TO A POINT; THENCE N 84°55'41" E A DISTANCE OF 132.57' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 34.42', WITH A RADIUS OF 45.00', WITH A CHORD BEARING OF S 27°01'35" E, WITH A CHORD LENGTH OF 33.59', TO A POINT; THENCE S 05°06'41" E A DISTANCE OF 99.32' TO A POINT, WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 4,691 SQUARE FEET.