

BOOK: 019449 PAGE: 00803 - 00814

PREPARED BY & RETURN TO:

Jonathan S. Raymer, Esq.
Law Firm Carolinas
3623 N. Elm Street, Ste. 200
Greensboro, NC 27455

Excise Tax: No Taxable Consideration

DEED OF EASEMENT

This Deed of Easement ("Easement") is made and entered into as of the 2nd day of October 2023 by and between Cottonwood Homeowners Association, Inc., a North Carolina nonprofit corporation, ("Cottonwood") and Crosby Utilities, Inc., a North Carolina corporation ("Crosby") (collectively as "Grantor"), and Red Bird Utility Operating Company, LLC, a North Carolina limited liability company ("Grantee").

W I T N E S S E T H

WHEREAS, Cottonwood is owner of common area property being 34.17± acres, located at the terminus of Plum Blossom Drive and identified, now or formerly, with a parcel identification number of 1753526484 ("Common Area");

WHEREAS, Cottonwood received the required approvals to convey and did convey to Crosby certain real property interests in the Common Area as represented on an unrecorded deed dated August 22, 1991, which deed was executed by the board president and attested by its secretary ("Crosby Deed");

WHEREAS, Crosby joins in this conveyance to deed to Grantee any and all interest in the lands, or portions of lands, described in **Exhibit A** and **Exhibit B**, attached hereto, which it received under the unrecorded Crosby Deed.

AND WHEREAS, it is the desire of the Grantor and Grantee to record this Easement to have title reflect the real property interests of the Grantee in the Common Area.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and the sum of One Dollar and No/100ths (\$1.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto Grantee, its successors and assigns, the following rights and interests located in the County of Wake, State of North Carolina, to wit:

Submitted electronically by "Black, Slaughter & Black, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

- A. An exclusive, perpetual easement over the real property described in **Exhibit A**, attached hereto and incorporated herein (the "Wastewater Plant Easement"), for the purpose of operation and maintenance of the wastewater treatment plant and wastewater/sewer equipment, lines, and other appurtenances for the central wastewater/sewer system which serves the surrounding area, including currently-located improvements and appurtenances, whether known or unknown and whether of record or not, and including rights of ingress and egress and to maintain, reconstruct, increase, remove or alter such wastewater plant and wastewater/sewer equipment and appurtenances. The Wastewater Plant Easement shall exclude all others, including Grantor, its successors in interest and assigns. Grantee shall be responsible for maintenance of the Wastewater Plant Easement.
- B. A non-exclusive, perpetual easement over the real property described in **Exhibit B**, attached hereto and incorporated herein (the "Access & Utility Easement"), for the purpose of ingress and egress to the Wastewater Plant Easement and for the purpose of operation and maintenance of the wastewater treatment plant and wastewater/sewer equipment, lines, and other appurtenances for the central wastewater/sewer system which serves the surrounding area, including currently-located improvements and appurtenances, whether known or unknown and whether of record or not.
- C. A non-exclusive, perpetual easement over the roads, streets and rights of way set forth in the Plat of Cottonwood Subdivision, recorded in **Book of Maps 1987, Page 212**, on February 10, 1987 in the land records of Wake County, North Carolina ("Access Road").

1. Easement Rights. The rights set forth herein regarding the Wastewater Plant Easement and the Access & Utility Easement are the "Easement Rights." Grantor agrees not to unreasonably interfere with the exercise of the Easement Rights by Grantee or its guests, agents, invitees or licensees.

For purposes of the Wastewater Plant Easement and Access & Utility Easement, the Grantee shall be entitled to occupy and use so much of the adjoining lands of Grantor as shall be necessary and appropriate on a temporary basis without liability for waste or trespass for the purposes of constructing improvements on or maintaining and repairing the aforesaid Wastewater Plant Easement and Access & Utility Easement. Grantee agrees to repair any damage to adjoining land of the Grantor to substantially the same condition as it existed prior to the damage at Grantee's sole expense and subject to the Grantor's good faith acceptance of the repairs. Grantee agrees to maintain at the Grantee's expense the Wastewater Plant Easement and Access & Utility Easement and any improvements thereon.

2. Governing Law. This Deed of Easement shall be construed under and enforced in accordance with the laws of the State of North Carolina.

3. Further Assurances. Grantor agrees to execute and deliver to Grantee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Deed of Easement.

4. Successors and Assigns. This Deed of Easement shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto and shall run with the land for the benefit of Grantee, its successors in interest, assigns, patrons and/or agents.

5. Counterparts. This Deed of Easement may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

6. Authority to Execute. Each person whose signature appears hereon represents, warrants

and guarantees that he or she has been duly authorized and has full authority to execute this Deed of Easement on behalf of the party on whose behalf this Deed of Easement is executed.

7. Trashcans & Maintenance. Grantee agrees not to leave its garbage cans at the end of Plum Blossom Drive except as reasonably necessary for garbage pickup and to maintain the access points along Plum Blossom Drive and Spring Song Lane.

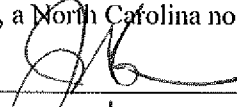
8. Street Maintenance. Grantee agrees to pay a reasonable annual assessment payment to Grantor for road repair and maintenance in the amount of \$800.00 beginning on January 1, 2024 and continuing annually thereafter, with an increase of up to two percent (2%) per year to be set by Grantor. Grantee must be provided notice in writing of any increase at least thirty (30) days prior to the annual due date.

In addition, any damage caused to the Access Road by Grantee, their agents, successors, or assigns, shall be repaired by Grantee. Grantor shall notify Grantee of any such damage and Grantee shall have ninety (90) days from such notice to repair the damage. If the Grantee does not repair the damaged portions of the Access Road within 90 days, the Grantor may repair the Access Road on behalf of the Grantee and request reimbursement from the Grantee.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

COTTONWOOD HOMEOWNERS ASSOCIATION,
INC., a North Carolina nonprofit corporation

By: 

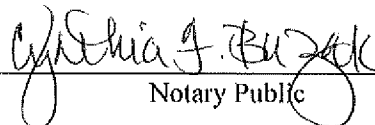
Name: James P. Moore

Title: Director & President

STATE OF NORTH CAROLINA

COUNTY OF Wake

PERSONALLY appeared before me, the undersigned authority in and for the said county and state,
on this 28th day of September, 2023, within my jurisdiction, the within named,
JAMES P. MOORE, who acknowledged that (s)he is the Director and President of COTTONWOOD
HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, and that for and on
behalf of said corporation, (s)he executed the above and foregoing instrument after first being duly
authorized so to do.


Notary Public

My Commission Expires: 12.2.2023

[SEAL]



GRANTOR:

CROSBY UTILITIES, INC., a North Carolina corporation

By: Lucille Crosby Ginsberg
Lucille Crosby Ginsberg, Director & President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 4th day of OCTOBER, 2023, within my jurisdiction, the within named, LUCILLE CROSBY GINSBERG, who acknowledged that she is the Director and President of CROSBY UTILITIES, INC., a North Carolina corporation, and that for and on behalf of said corporation, she executed the above and foregoing instrument after first being duly authorized so to do.

Mark Wampler
Notary Public

My Commission Expires: 3/13/27

MARK WAMPLER
NOTARY PUBLIC
Durham County, NC
My commission expires Mar 13, 2027

[SEAL]

GRANTEE:

RED BIRD UTILITY OPERATING
COMPANY, LLC, a North Carolina limited
liability company

By: CENTRAL STATES WATER
RESOURCES, INC., its manager

By: Josiah M. Cox, President

STATE OF MISSOURI)
) SCT.
COUNTY OF ST. LOUIS)

The foregoing Deed of Easement was acknowledged, signed and sworn to before me on this 28th
day of September, 2023 by JOSIAH M. COX, President of CENTRAL STATES WATER
RESOURCES, INC., a Missouri corporation, the Manager of RED BIRD UTILITY OPERATING
COMPANY, LLC, a North Carolina limited liability company, who stated that he was authorized to execute
this document.

[Signature]
NOTARY PUBLIC

(AFFIX NOTARY SEAL)

My Commission Expires: 1/16/2025

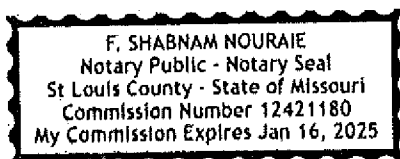


EXHIBIT A**WASTEWATER PLANT EASEMENT – LEGAL DESCRIPTION****PARCEL 5, TRACT 2 (Part of Parcel No. 0189787):**

An exclusive wastewater treatment plant easement across a parcel of land (PIN 1753526484, DB 4004/PG 183, BOM 1987/PG 213, 214, & 215) located in Wake County, North Carolina in the St. Matthew's Township, and being more particularly described as follows:

Commence at a rebar set with GPS coordinates derived from OPUS solution (collected on 6/25/2020 and 7/6/2020) (N:734030.09 E:2159539.57); thence South 68°43'32" West, 3694.27 feet to a one-half inch rebar set (N:732689.81 E:2156097.38); thence North 44°26'28" West, 101.29 feet to a point, and said point being the point of beginning of the easement herein described; thence from said **POINT OF BEGINNING** South 89°12'15" East, 300.00 feet to a point; thence South 00°47'45" West, 134.77 feet to a point; thence South 00°47'45" West, 40.02 feet to a point; thence South 00°47'45" West, 75.20 feet to a point; thence North 89°12'15" West, 300.00 feet to a point; thence North 00°47'45" East, 109.88 feet to a point at the terminus of the southern line of the above-described permanent access easement number 2; thence North 00°47'45" East, 20.04 feet to a point at the terminus of the northern line of the above-described permanent access easement number 2; thence North 00°47'45" East, 120.08 feet to the point of beginning as shown on a survey by Christopher F. Jordan, PLS #L-4956, containing 1.722 acres more or less.

The **BASIS OF BEARINGS** for this description is North Carolina state plane grid North.

See EXHIBIT C, ATTACHED, FOR DEPICTION OF EASEMENT

EXHIBIT B**ACCESS & UTILITY EASEMENT – LEGAL DESCRIPTIONS****PARCEL 5, TRACT 1 (Part of Parcel No. 0189787)**

A non-exclusive 20-foot access easement across a parcel of land (PIN 1753526484, DB 4004/PG 183, BOM 1987/PG 213, 214, & 215) located in Wake County, North Carolina in the St. Matthew's Township, and being more particularly described as follows:

Commence at a rebar set with GPS coordinates derived from OPUS solution (collected on 6/25/2020 and 7/6/2020) (N:734030.09 E:2159539.57); thence South 68°43'32" West, 3694.27 feet to a one-half inch rebar set (N:732689.81 E:2156097.38); thence North 44°26'28" West, 101.29 feet to a point; thence South 00°47'45" West, 120.08 feet to a point, and said point being the point of beginning of the easement herein described; thence from said **POINT OF BEGINNING** South 00°47'45" West, 20.04 feet to a point; thence South 87°11'13" West, 18.21 feet to a point; thence North 87°15'43" West, 52.64 feet to a point; thence North 83°30'24" West, 52.04 feet to a point; thence North 82°27'37" West, 52.31 feet to a point; thence North 81°05'28" West, 54.16 feet to a point; thence North 82°03'18" West, 162.76 feet to a point; thence North 86°09'13" West, 49.81 feet to a point; thence South 88°56'24" West, 53.54 feet to a point; thence South 86°06'04" West, 55.94 feet to a point; thence South 86°48'40" West, 57.54 feet to a point; thence along a curve to the right, having a radius of 120.00 feet, a chord bearing of South 74°35'35" West, and a chord bearing of 212.38 feet, and arc length of 260.71 feet to a point; thence South 68°27'48" West, 23.72 feet to a point; thence South 74°12'39" West, 40.01 feet to a point; thence South 83°55'14" West, 52.60 feet to a point; thence North 78°51'11" West, 23.22 feet to a one-half inch rebar set on the cul-de-sac of Plum Blossom Drive; thence with said cul-de-sac, along a curve to the left, having a radius of 50.00 feet, a chord bearing of North 00°19'45" East, and a chord distance of 20.36 feet, an arc length of 20.51 feet to a one-half inch rebar set; thence leaving said cul-de-sac, South 78°51'11" East, 24.01 feet to a point; thence North 83°55'14" East, 47.87 feet to a point; thence North 74°12'39" East, 37.31 feet to a point; thence North 68°27'48" East, 37.24 feet to a point on the common property line of the parcels described in Deed Book 4004, Page 183 and Deed Book 13547, Page 76 of the Wake County Public Registry; thence with said common property line, along a curve to the left, having a radius of 100.00 feet, a chord bearing of North 74°06'54" East, and a chord distance of 188.32 feet, an arc length of 245.47 feet to a point; thence leaving said common property line, North 86°48'40" East, 73.77 feet to a point; thence North 86°06'04" East, 56.32 feet to a point; thence North 88°56'24" East, 54.90 feet to a point; thence South 86°09'13" East, 51.38 feet to a point; thence South 82°03'18" East, 163.64 feet to a point; thence South 81°05'28" East, 54.09 feet to a point; thence South 82°27'37" East, 51.89 feet to a point; thence South 83°30'24" East, 51.20 feet to a point; thence South 87°15'43" East, 51.02 feet to a point; thence North 87°11'13" East, 18.50 feet to the point of beginning as shown on a survey by Christopher F. Jordan, PLS #L-4956, containing 0.465 acres more or less.

The **BASIS OF BEARINGS** for this description is North Carolina state plane grid North.

PARCEL 5, TRACT 3 (Part of Parcel No. 0189787):

A non-exclusive 40-foot utility and access easement across a parcel of land (PIN 1753526484, DB 4004/PG 183, BOM 1987/PG 213, 214, & 215) located in Wake County, North Carolina in the St. Matthew's Township, and being more particularly described as follows:

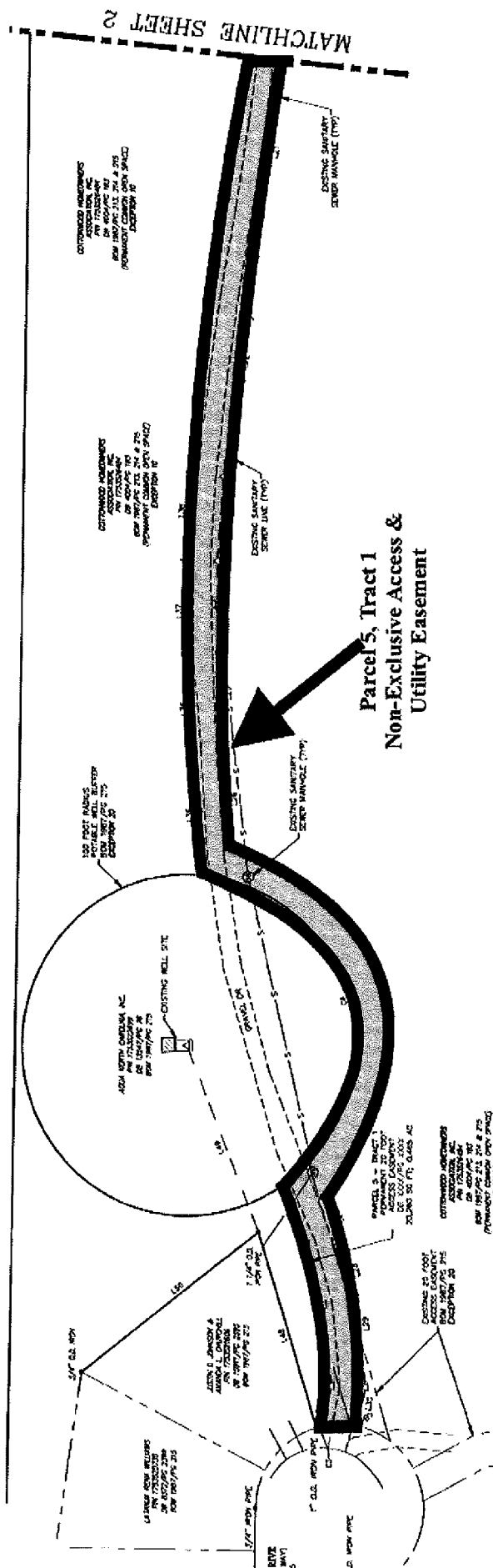
Commence at a rebar set with GPS coordinates derived from OPUS solution (collected on 6/25/2020 and 7/6/2020) (N:734030.09 E:2159539.57); thence South 68°43'32" West, 3694.27 feet to a one-half inch rebar set (N:732689.81 E:2156097.38); thence North 44°26'28" West, 101.29 feet to a point at the northwestern

corner of the above-described permanent easement number 3; thence with the lines of said easement the following two (2) courses and distances: (1) South 89°12'15" East, 300.00 feet to a point at the northeastern corner of said easement; and (2) South 00°47'45" West, 134.77 feet to a point, and said point being the point of beginning of the easement herein described; thence from said **POINT OF BEGINNING** leaving said easement lines, North 88°56'27" East, 106.01 feet to a point; thence North 88°40'15" East, 321.54 feet to a point; thence North 67°18'05" East, 28.94 feet to a point in the centerline of Poplar Creek, on a common property line of the parcels described in Deed Book 4004, Page 183 and Deed Book 7160, Page 836 of the Wake County Public Registry; thence with said centerline and said common property line the following two (2) courses and distances: (1) South 46°26'30" East, 22.32 feet to a point; and (2) South 34°49'18" East, 20.02 feet to a point; thence leaving said centerline and said common property line, South 67°18'05" West, 49.68 feet to a point; thence South 88°40'15" West, 329.18 feet to a point; thence South 88°56'27" West, 107.40 feet to a point on the eastern line of the above-described permanent easement number 3; thence with said easement line, North 00°47'45" East, 40.02 feet to the point of beginning as shown on a survey by Christopher F. Jordan, PLS #L-4956 recorded, containing 0.434 acres more or less.

The **BASIS OF BEARINGS** for this description is North Carolina state plane grid North.

See **EXHIBIT C, ATTACHED, FOR DEPICTION OF EASEMENTS**

EXHIBIT C
Depiction of Easements



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

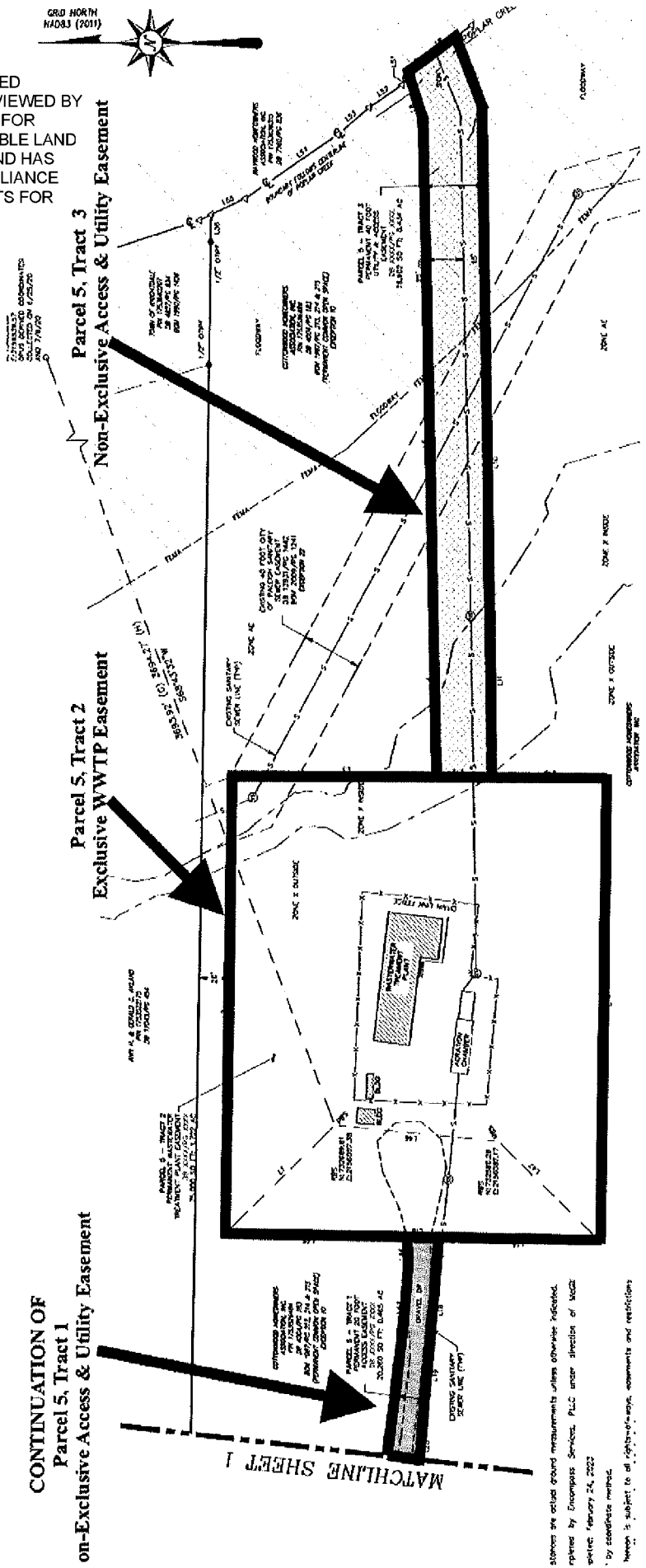


CONTINUATION OF
Parcel 5, Tract 1
on-Exclusive Access & Utility Easement

Parcel 5, Tract 2
Exclusive WWTTP Easement

Parcel 5, Tract 3
Non-Exclusive Access & Utility Easement

MATCHLINE SHEET 1



Stations are actual ground measurements unless otherwise indicated.
prepared by Encampment Services, PLLC under direction of NADG
survey February 24, 2022
* by computer method
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