2026061384 B: 020247 P: 00248
Page 1 of 10
OFFICIAL RECORDS OF WAKE COUNTY
Tammy L. Brunner, Register of Deeds
06/02/2026 04:00 PM Recording Fee: $26.00

Partially prepared by/return to:
McCollum Law, P.C.
1135 Kildaire Farm Road
Ste 321
Cary, NC 27511

NORTH CAROLINA
WAKE COUNTY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("***Agreement***"), is made and entered into this 22nd day of May, 2026, by and between:

- Bethesda Association L.L.C., a North Carolina limited liability company ("***Grantee***"), having an address of 275 Carpenter Hill Ln, NC 27519;
- Phillip Aaron Little and Taylor Macy Little ("***Little***"), having an address of 6304 Petunia Lane, Wendell, NC 27591;
- Lee A. House, unmarried ("***House***"), having an address of 1508 Poppys Pond Path, Wendell, NC 27591; and
- Brian Hayes Fleischhuaer and Cynthia Rose Fleischhuaer ("***Fleischhuaer***"), having an address of 759 Longitude Way, Raleigh, NC 27610.

WITNESSETH:

WHEREAS, Grantee has certain obligations to develop and construct a residential community ("***Project***") on that certain real property more particularly described on **Exhibit A** attached hereto and incorporated herein ("***Grantee Property***").

WHEREAS, Little owns certain real property located at 6304 Petunia Lane, Wendell, NC 27591, more fully described in that certain deed recorded at Book 17435, Page 2453, Wake County Registry ("***Little Property***").

WHEREAS, House owns certain real property located at 1508 Poppys Pond Path, Wendell, NC 27591, more fully described in that certain deed recorded at Book 8732, Page 1716, Wake County Registry ("***House Property***").

WHEREAS, Fleischhuaer owns certain real property located at 6408 Petunia Lane, Wendell, NC 27591, more fully described in that certain deed recorded at Book 17889, Page 2173, Wake County Registry ("***Fleischhuaer Property***"). The Grantee Property, Little Property, House Property, and Fleischhuaer Property are collectively referred to hereinafter as the "***Properties***".

WHEREAS, a portion or all of that certain roadway commonly known as Petunia Lane is depicted on Book of Maps 1993, Page 882, Book of Maps 2000, Page 1831, Book of Maps

Submitted electronically by "McCollum Law PC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

2000, Page 2296, and Book of Maps 2006, Page 1838, all of the Wake County Registry ("***Petunia Lane***").

WHEREAS, Petunia Lane provides vehicular and pedestrian ingress, egress, and access to and from the Properties and Martin Pond Road.

WHEREAS, as part of the Project, Grantee intends to relocate Petunia Lane and an access road benefiting the Fleischhuaer Property, to improve the roadways to meet certain standards and requirements of applicable governing authorities, and to dedicate the roads to the public.

WHEREAS, Fleischhuaer has consented to the relocation of the access road benefiting the Fleischhuaer Property and to terminate existing easement rights as more fully set forth in this Agreement.

WHEREAS, Little, House, and Fleischhuaer have consented to the relocation of the roadway commonly known as Petunia Lane as more fully set forth in this Agreement, and have agreed to release, abandon, and forever terminate any rights that the parties, their successors and assigns may have to the original location of Petunia Lane.

NOW THEREFORE, in consideration of the promises and covenants contained herein, Ten Dollars ($10.00) and other good and valuable considerations, the receipt and legal sufficiency of such are acknowledged, the parties hereto agree as follows:

1. *Recitals.* The recitals set forth above are contractual in nature and are incorporated fully herein by reference.

2. *Release of Interest in Petunia Lane.* Little, House, and Fleischhuaer, for their successors and assigns, forever terminate and release any and all right, title and interest they may have or have ever had with respect to Petunia Lane. For the avoidance of doubt, the foregoing provision terminates the rights contained in and effectiveness of those instruments recorded at Book 9715, Page 514, Wake County Registry, and Book 5803, Page 524, Wake County Registry.

3. *Temporary Easement.* Grantee grants and conveys to Little, House, and Fleischhuaer, their successors and assigns, a non-exclusive, perpetual easement for vehicular and pedestrian ingress, egress, and access to and from the Properties and Martin Pond Road, seven days per week, twenty-four hours per day, along an approximately thirty (30) foot wide right-of-way (the "***Relocated Road***"), to be located approximately in the area depicted as the "Relocated Road" on the plan attached hereto as Exhibit B and incorporated herein, TO HAVE AND TO HOLD such rights, privileges and easement subject to the terms and conditions set forth in this Agreement. The foregoing easement is hereinafter referred to as the "***Temporary Easement***."

The exact location of the Relocated Road may be revised to comply with the requirements of applicable governing authorities in connection with approvals of the Project. The exact location of the Relocated Road will be the roadway dedicated to the public by recorded plat. Little, House, and Fleischhuaer shall repair any damages their respective use may cause to the Relocated Road prior to the date that it is accepted as a public road.

4. *Fleischhuaer Access Road Realignment.* That certain Access Easement Declaration/Deed of Easement recorded at Book 17889, Page 1694, Wake County Registry, provides for a 30'

wide Access Easement for purposes of locating an access road ("***Access Road***") across a portion of the Grantee Property to connect to Petunia Lane, for the benefit of the Fleischhuaer Property. Fleischhuaer acknowledges that the Access Road may require relocation to the location approximately in the area depicted as "Access Road" on the plan attached hereto as **Exhibit B**, and will be improved, simultaneous with the Relocated Road, to satisfy requirements of governmental authorities in connection with the Project. Grantee shall be responsible, at its cost and expense, to complete any such improvements and relocation of the Access Road in connection with its development of the Project.

Fleischhuaer consents to such relocation of the Access Road, and further agrees that the easements rights set forth in Book 17889, Page 1694, Wake County Registry, shall automatically terminate upon dedication of the Access Road as a public road. The exact location of the Access Road may be revised to comply with the requirements of applicable governing authorities in connection with approvals of the Project. The exact location of the Access Road will be the roadway dedicated to the public by recorded plat. Fleischhuaer shall repair any damages its use may cause to the Access Road prior to the date that it is accepted as a public road.

5. *Construction.* At its own expense, Grantee shall design and construct the Relocated Road and relocated Access Road in compliance with applicable law. Until such time as the Relocated Road is constructed, the Parties shall continue to use Petunia Lane to access the Properties, and Fleischhuaer shall continue to use the existing Access Road to access the Fleischhuaer Property.

Notwithstanding the foregoing, the parties acknowledge that construction activity may impact the Relocated Road and Access Road, and that during construction activity, access across Petunia Lane, the Access Road, and the Relocated Road will be periodically and temporarily relocated to accommodate construction activity. Grantee agrees that full and uninterrupted access (at least equal to the original Petunia Lane and Access Road) will remain available at all times, 24 hours per day 7 days per week, irrespective of construction activity. The parties shall cooperate to ensure that reasonable safety practices are followed during the relocation of the roadways.

6. *Entire Agreement.* This Agreement contains the entire agreement between the parties with respect to the easement rights in and to Petunia Lane and the Access Road as referenced herein, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties with regard thereto (except for Agreements to Grant Easement Agreement previously and separately executed between Grantee and each other party). This Agreement shall not be amended or modified and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

7. *Binding Effect.* The covenants, conditions, and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective representatives, successors, and assigns. The parties hereto acknowledge that certain rights and obligations of Grantee may be exercised by a successor owner, assignee or the developer of the Grantee Property.

8. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same document. Signature pages may be taken from a counterpart and attached to other counterparts to form one document, which shall constitute a fully executed document that may be recorded.

IN WITNESSETH WHEREOF, Grantee has executed this Agreement, this the day and year first above written.

Bethesda Association L.L.C.,
a North Carolina limited liability company

By: _____
Name: ~~manager~~ PING CHEN
Title: manager

NORTH CAROLINA
WAKE **COUNTY**

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose stated therein and in the capacity, indicated: Ping Chen, Manager
(insert name of individual in line above)

Witness my hand and notarial seal/stamp, this 22 day of May, 2026.

_____
Notary Public
Printed Name: Michael K. Perry
My Commission expires: 11-13-2028

MICHAEL K. PERRY NOTARY PUBLIC WAKE COUNTY, NC

IN WITNESSETH WHEREOF, Little has executed this Agreement, this the day and year first above written.

Phillip Aaron Little

Taylor Macy Little

NORTH CAROLINA
WAKE **COUNTY**

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose stated therein and, in the capacity, indicated: **Phillip Aaron Little**.

Witness my hand and notarial seal/stamp, this 22 day of May, 2026.

Notary Public
Printed Name: Michael K. Perry
My Commission expires: 11-13-2028

MICHAEL K. PERRY NOTARY PUBLIC WAKE COUNTY, NC

NORTH CAROLINA
Wake **COUNTY**

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose stated therein and, in the capacity, indicated: **Taylor Macy Little**.

Witness my hand and notarial seal/stamp, this 22 day of May, 2026.

Notary Public
Printed Name: Michael K. Perry
My Commission expires: 11-13-2028

MICHAEL K. PERRY NOTARY PUBLIC WAKE COUNTY, NC

IN WITNESSETH WHEREOF, House has executed this Agreement, this the day and year first above written.

Lee A. House

NORTH CAROLINA
Wake **COUNTY**

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose stated therein and, in the capacity, indicated: **Lee A. House**.

Witness my hand and notarial seal/stamp, this 28th day of May, 2026.

Notary Public
Printed Name: Gregory Parlante
My Commission expires: 10-4-2030

GREGORY PARLANTE
NOTARY PUBLIC
Johnston County
North Carolina
My Commission Expires October 4th 2030

IN WITNESSETH WHEREOF, Fleischhuaer has executed this Agreement, this the day and year first above written.

Brian ~~Hayes Fleischhuaer~~ Hays Fleischhauer

Cynthia Rose ~~Fleischhuaer~~ Fleischhauer

NORTH CAROLINA
WAKE **COUNTY**

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose stated therein and, in the capacity, indicated: **Brian Hayes ~~Fleischhuaer~~** FLEISCHHAUER GP.

Witness my hand and notarial seal/stamp, this 2nd day of JUNE, 2026.

Notary Public
Printed Name: Gregory Parlante
My Commission expires: 10-4-2030

GREGORY PARLANTE
NOTARY PUBLIC
Johnston County
North Carolina
My Commission Expires October 4th 2030

NORTH CAROLINA
WAKE **COUNTY**

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose stated therein and, in the capacity, indicated: **Cynthia Rose ~~Fleischhuaer~~**. FLEISCHHAUER GP.

Witness my hand and notarial seal/stamp, this 2nd day of JUNE, 2026.

Notary Public
Printed Name: Gregory Parlante
My Commission expires: 10-4-2030

GREGORY PARLANTE
NOTARY PUBLIC
Johnston County
North Carolina
My Commission Expires October 4th 2030

EXHIBIT A
Grantee Property

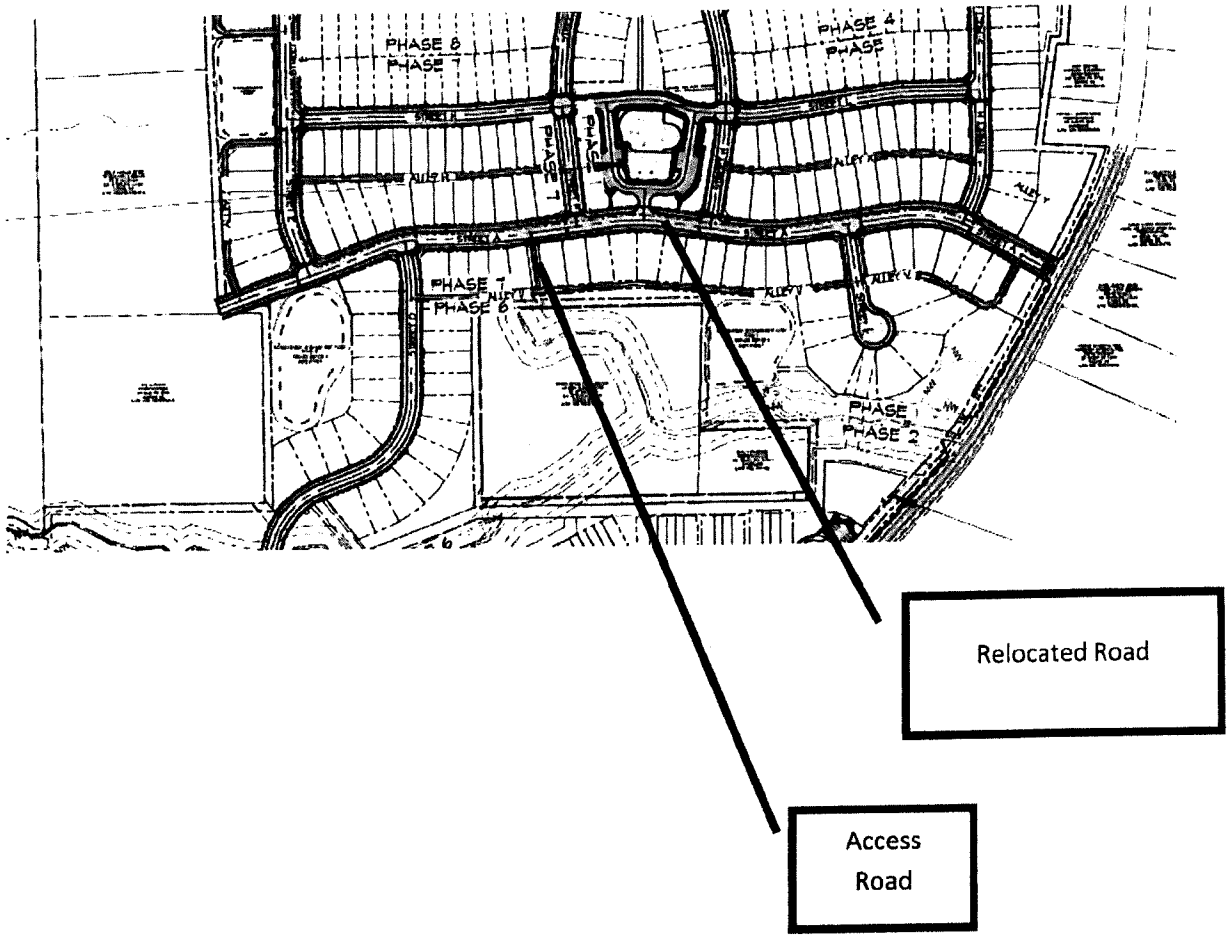
Tract One:

BEGINNING at an existing iron pipe in the western right-of-way of Martin Pond Road (SR 2503), the southeast corner of property owned, now or formerly, by Pattie Coffey, deed Book 1854, Page 161, said pipe having NC Grid NAD83 SPC Coordinates N 739976.53', E 2174963.15', the point of beginning, thence South 09 degrees 57 minutes 22 seconds East 59.82 feet to a calculated point; thence along the centerline of Martin Pond Road the following courses: South 23 degrees 00 minutes 26 seconds West 89.26 feet; South 26 degrees 50 minutes 26 seconds West 116.77 feet; South 28 degrees 52 minutes 39 seconds West 301.14 feet; South 30 degrees 30 minutes 52 seconds West 119.57 feet; South 30 degrees, 10 minutes 01 seconds West 99.24 feet; South 37 degrees 03 minutes 33 seconds West 99.14 feet; South 41 degrees 49 minutes 37 seconds West 99.53 feet; South 42 degrees 59 minutes 29 seconds West 139.41 feet; South 40 degrees 19 minutes 54 seconds West 97.10 feet; South 37 degrees 52 minutes 46 seconds West 92.57 degrees; thence leaving the centerline of Martin Pond Road North 19 degrees 01 minutes 13 seconds West 265.84 feet to an existing iron pipe; thence North 01 degrees 33 minutes 33 seconds East 160.56 feet; thence South 89 degrees 30 minutes 22 seconds West 271.78 feet; thence North 01 degrees 17 minutes 18 seconds East 792.85 feet; thence North 89 degrees 30 minutes 42 seconds East 274.97 feet; thence South 01 degrees 05 minutes 15 seconds West 68.05 feet; thence North 87 degrees 35 minutes 47 seconds East 210.05 feet; thence North 01 degrees 13 minutes 52 seconds East 417.74 feet; thence South 88 degrees 07 minutes 45 seconds West 211.12 feet; thence North 01 degrees 08 minutes 47 seconds East 128.45 feet; thence South 87 degrees 53 minutes 44 seconds East 637.33 feet; thence South 03 degrees 28 minutes 15 seconds West 305.51 feet; thence North 87 degrees 15 minutes 18 seconds West 27.78 feet; thence South 08 degrees 27 minutes 01 seconds West 132.85 feet; thence South 08 degrees 19 minutes 35 seconds West 116.44 feet; thence South 86 degrees 27 minutes 18 seconds East 172.35 feet to the point and place of BEGINNING, according to survey for Martin Pond Property by Murphy Geomatics Professional Land Surveying, dated June 11, 2021.

Tracts Two through Five:

BEING all of Lots 13, 16, 17, and 18 of the Betsy Coffey Subdivision as depicted in Book of Maps 1976, Page 159, Wake County Registry.

EXHIBIT B
Depiction of Relocated Road and Access Road



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.