

Prepared By and Return To:

Evan A. Lee
Poyner Spruill LLP
301 S College Street, Suite 2900
Charlotte, NC 28202

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT (the “Agreement”) is made as of September 15, 2025 by and between CHATHAM HOSPITAL, INCORPORATED, having its principal office at 475 Progress Boulevard, Siler City, North Carolina 27344 (“Grantee”), and CHATHAM COUNTY, having its principal office at 12 East Street, Pittsboro, North Carolina 27312 (“Grantor”).

WITNESSETH:

- A. Chatham County owns that certain parcel located on the corner of Progress Boulevard and Alston Bridge Road (Parcel PIN: 877100359808) and described on Exhibit A (the “Property”).
- B. On or about the date hereof, Grantor and Grantee entered into a Signage Agreement (the “Signage Agreement”) concerning to design, construction, ownership, and maintenance of a monument sign on the Property, which sign is more particularly described in the Signage Agreement (the “Sign”) and incorporated by reference herein.
- C. The Signage Agreement requires that Grantee will construct the Sign on the Property.
- D. To effectuate the terms of the Signage Agreement, Grantor has agreed to grant Grantee a temporary access easement on the terms and conditions contained herein in order to permit Grantee to erect the Sign on the Property.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid and other valuable consideration, the adequacy and the receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Grant of Temporary Access Easement. Grantor hereby grants and conveys to Grantee, its successors and permitted assigns, for a term from the date hereof for the duration of construction work, a non-exclusive temporary access easement on that portion of the Property reasonably necessary or appropriate for construction of the Sign in accordance with the Signage Agreement (the “Easement Area”), together with the right to perform and for the purpose of performing the construction work in accordance with the Signage Agreement. Subject to other provisions of this Agreement, Grantee shall have the right to remove, trim, and cut trees, bushes, undergrowth, and other obstructions interfering with such access and construction.

This temporary access easement grant includes the temporary right of ingress to and egress (pedestrian, vehicular, trucks, construction-related vehicles and equipment) across the Easement Area at any time for the purposes of performing the construction / erection of the Sign.

The easement granted herein is intended to create a property interest or right only to Grantee and its respective heirs, successors and permitted assigns; provided, however, Grantee may from time to time permit its agents, employees, contractors and subcontractors to go onto any portion of the Easement Area and the Property solely for the purposes set forth herein and in the Signage Agreement, including with vehicles, trucks, construction-related vehicles, heavy equipment, machinery, and construction supplies in order to install the Sign and ancillary improvements in accordance with the Plans (as defined in the Signage Agreement), but only so long as no property interest in such easement and easement rights is transferred to any such person.

2. Conditions to Easement. Grantee acknowledges that Grantor shall have no liability with respect to the design, construction and materials used in connection with the construction / erection of the Sign. Grantee hereby waives and releases Grantor from any and all liability, obligations, losses, costs, claims, expenses and damages arising out of or related to the construction, or the Plans, except to the extent arising from Grantor’s negligence or willful misconduct.

3. Grantee Obligations. This easement and right of access described above are granted subject to the following terms and conditions:

(a) Grantee agrees that it is liable for and shall pay the entire cost of all work, labor and materials in connection with all activity authorized by this Agreement.

(b) Prior to entering the Property to construct the Sign, Grantee shall furnish Grantor with a certificate of insurance evidencing that there is general commercial liability coverage of at least \$1,000,000.00 combined single limit per occurrence, and not less than \$2,000,000.00 general aggregate coverage, which is paid up and in force and names Grantor as additional insured. As long as this Agreement remains in effect, Grantee or its contractor shall maintain such insurance coverage. Limit of liability may be met with a combination of General Liability and Umbrella/Excess Liability Limits.

(c) Grantee shall not erect any buildings or structures on any part of the Easement Area unless required for temporary use when constructing the Sign; provided that, such buildings or structures shall not unreasonably interfere with Grantor’s business operations.

4. Restoration and Repair Obligation.

(a) Promptly after completing the construction of the Sign, Grantee shall, at its expense, (1) restore the Easement Area, or any portions of the Property disturbed, as near as reasonably practicable to substantially the same grade and condition that existed prior to such work; (2) repair or replace, as necessary, property of Grantor and its licensees that are located on the Property and damaged by Grantee, its employees, contractors, or agents, and (3) at all times, protect the existing installations of Grantor and its licensees located on or in the Easement Area damaged by Grantee, its employees, contractors, or agents.

(b) Subject to the rights expressly granted to Grantee herein, Grantor reserves to itself, its successors, assigns and to or for others all other rights and interests, together with all privileges incident and necessary thereto, to use, occupy and improve any part of the Property, and shall have the right and may permit others to use, occupy and improve the Property for any lawful purpose; except that the obligation of Grantee under subparagraph (a) above shall not include any costs to restore the Property made necessary by reason of such use, occupancy or improvements.

5. Indemnification.

(a) To the fullest extent permitted by law, Grantee shall indemnify and hold harmless Grantor, its successors and assigns from and defend them against all losses, costs, liability, claims, expenses and damages incurred by any of them because of injury to property (including, without limitation, injury caused by the release, discharge or spill of chemical and hazardous materials or wastes, as those terms are defined by applicable federal, state or local laws) or person (including death) arising from any negligent or intentional act or omission of Grantee, its contractors, employees, or agents on the Property or any part thereof, resulting from the construction of the Sign.

(b) To the fullest extent permitted by law, Grantor shall indemnify and hold harmless Grantee, its successors and permitted assigns from and defend them against all losses, costs, liability, claims, expenses and damages incurred by any of them because of injury to property (including, without limitation, injury caused by the release, discharge or spill of chemical and hazardous materials or wastes, as those terms are defined by applicable federal, state or local laws) or person (including death) arising from any negligent or intentional act or omission of Grantor, its contractors, employees, invitees, representatives or agents on the Property, resulting from the construction of the Sign.

(c) In no case shall either party hereto be liable for consequential, special or indirect damages.

6. Compliance with Laws. Activity authorized hereunder shall be performed in compliance with all applicable federal, state and local laws, and regulations and ordinances of departments and agencies having jurisdiction thereof including, without limitation, environmental laws, and Grantee shall remove mechanics', materialmen and other liens from the public record within thirty (30) days after such a lien has been filed against the Property; provided such liens are the result of acts or omissions of Grantee or its contractors, employees, or agents.

7. Obstructions. Grantee's right hereunder to trim and/or cut and remove brush, trees, undergrowth and other obstructions shall be exercised only to the extent necessary for the performance of the Plans. Grantee shall promptly remove from the Property such brush, trees and the like, which are cut by Grantee, and any construction or other materials or debris placed upon the Property.

8. Authority. Grantor represents that the Property is owned by Chatham County and it has the right to grant the easements and rights contemplated by this Agreement.

9. Liens. This Agreement and the rights and interests granted hereunder are subject to the terms of any and all trust indentures, bonds and mortgages which may constitute a lien on the Property or any of Grantor's improvement thereon, or any part of either; provided, that the lender recognizes the validity of this Agreement and its enforceability notwithstanding the fact that the lender succeeds to the interests of Grantor in and to the Property.

10. Notices.

(a) Any notice, approval, consent, bill, statement or other communication required or permitted to be given, answered or made by either party hereto to the other will be (i) in writing, (ii) addressed to the appropriate party at the address set forth below, and (iii) deemed effectively given upon the earlier of actual receipt or (x) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (y) five calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (z) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt.

(1) If intended for Grantor:

Chatham County
Attn. County Manager
12 East Street
Pittsboro, NC 27312

(2) If intended for Grantee:

Chatham Hospital, Incorporated
c/o UNC Health
Attn: System Vice President, Real Estate, Development and Facilities
5221 Paramount Parkway, Suite 460
Morrisville, NC 27560
E-mail: RealEstateTeam@unchealth.unc.edu

With a copy to:

University of North Carolina Health Care System
101 Manning Drive, CB# 7600
Legal Department
2nd Floor, Med Wing E
Chapel Hill, NC 27514

(b) Each party may designate a different address to which any notice, demand, request or communication may hereafter be so given, served or sent, by notice to the other party

11. Successors and Assigns. Reference to any party hereto shall be deemed to include the successors and assigns of such party. All conditions and all agreements herein set forth made by or on behalf of any party hereto shall bind and inure to the benefit of the respective successors and permitted assigns of such party. Unless assigned by Grantee to an affiliate of Grantee, this Agreement and rights granted herein shall not be assigned by Grantee and any purported assignment shall be null and void and of no effect.

12. Duration of Easement. This Agreement and the benefits and burdens thereof shall run with the Property and be binding on and inure to the benefit of the parties hereto and their successors and assigns; provided, however, the easements granted herein shall automatically terminate on the earlier of (a) the date when the construction of the Sign is complete, or (b) July 31, 2026, notwithstanding anything herein contained to the contrary. The indemnities contained herein shall survive the termination of the easements.

13. Exhibits. The exhibits are attached hereto and made a part hereof. The recitals above are incorporated by reference and shall be a part of this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written through their duly authorized representatives.

EXECUTION PAGES TO FOLLOW

CHATHAM COUNTY

By: Bryan T. Thompson, County Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bryan T. Thompson, County Manager.

Date: _____

Official Signature of Notary

Christy Thomas, Notary Public
Notary's Printed or Typed Name

My Commission Expires:

(Official Seal)

CHATHAM HOSPITAL, INCORPORATED

By: _____

Name:

Title:

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Date: _____

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My Commission Expires: _____

(Official Seal)

EXHIBIT A
Legal Description

ALL of Tracts One, Two and Three containing 84.689 acres, 284.402 acres and 89.186 acres, respectively, according to a plat entitled "Boundary Survey for Chatham County", prepared by Absolute Land Surveying and Mapping, P.C., dated March 15, 2000 and recorded in Plat Slide 2000-104 of the Chatham County Registry, reference to which is hereby made for a more particular description.