

Prepared by and return to: Bradshaw Robinson Slawter, LLP, Post Office Box 607, Pittsboro, North Carolina 27312

STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

**AMENDED DEED OF EASEMENT  
AND  
TERMINATION OF EASEMENT OPTION AGREEMENT**

This AMENDED DEED OF EASEMENT AND TERMINATION OF EASEMENT OPTION AGREEMENT ("**Amended Easement Agreement**") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between NNP-BRIAR CHAPEL, LLC ("**NNP**" or "**Grantor**"), and CHATHAM COUNTY, a body politic and corporate of the State of North Carolina ("**Grantee**"). The Grantor and the Grantee are sometimes collectively referred to herein as the "**Parties**."

WITNESSETH:

WHEREAS, Grantor and Grantee entered into that certain Deed of Easement and Easement Option Agreement, dated February 19, 2019 and recorded at Book 2030, Pages 993-998 on February 20, 2019 (the "**Original Easement Document**"), providing for a 15 foot wide non-exclusive easement, appurtenant to Grantee's property known as AKPAR Parcel No. 62221 (the "**Water Tank Site**") for Grantee to install, operate, repair, replace and maintain a sanitary sewer line and associated appurtenances within an area defined therein as the "**Easement Area**";

WHEREAS, the Original Easement Document further provided for an option to relocate the Easement Area to another location within property owned by Grantor (the "**Option**");

WHEREAS, the parties desire to change the Easement Area location and description and, further, to abandon the Option to relocate the Easement Area as the same is described in the Original Easement Document;

NOW, THEREFORE, Grantor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell and convey, and by these presents does hereby give, grant, bargain, sell and convey to Grantee, its successors and assigns, a non-exclusive, perpetual easement (the **"Easement"**) over and under the Easement Area, as hereinafter defined, for the purpose of allowing Grantee, its successors, assigns, mortgagees, licensees and invitees to install, operate, repair, replace and maintain a sanitary sewer line and associated appurtenances within an amended easement area (the **"Amended Easement Area"**) and connecting the Water Tank Site improvements to the sanitary sewer collection system existing within the Ballentrae Court right of way on the NNP Property (the **"County Sewer Line"**).

The **"Amended Easement Area"** referred to herein, which entirely replaces the Easement Area described in the Original Easement Agreement, shall mean the area shown on **Exhibit "A"** attached hereto and incorporated herein by this reference and described as that certain "New 15' Sanitary Sewer Easement" beginning at the Water Tank Site and running across Parcel 20 (as shown on Exhibit "A"), from the Water Tank Site until intersecting with the 76' Private Right of Way of Ballentrae Court and then within the 76' Private Right of Way of Ballentrae Court for the distance and along the route necessary to connect the County Sewer Line to the sanitary sewer system currently existing within the 76' Private Right of Way of Ballentrae Court at a convenient location. The precise location of the Easement Area within the 76' Private Right of Way of Ballentrae Court shall be compliant with applicable regulations and shall be agreed to by the Parties, such agreement not to be unreasonably withheld, conditioned or delayed.

TO HAVE AND TO HOLD said Easement to the Grantee and its successors and assigns forever. This Easement shall be appurtenant to and run with the title to the NNP Property. Grantee's easement rights set forth herein shall also inure to the benefit of Grantee's successors and assigns.

THE PARTIES FURTHER AGREE that, the Original Easement Document, including the Option and the Option Period thereunder, is hereby fully terminated and withdrawn and that Grantee hereby quitclaims and assigns its rights thereunder to Grantor effective upon recordation of this Amended Easement Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals, as of the date first above written.

[signatures follow on next page]

**GRANTOR: NNP BRIAR CHAPEL, LLC, a**  
Delaware limited liability company

By:   
Tanya Matzen, Vice President

STATE OF NORTH CAROLINA

COUNTY OF Wake

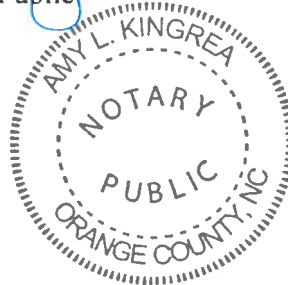
I, Amy L. Kingrea, a Notary Public of Orange County and State aforesaid do hereby certify that Mike Scisciani, Vice President for NNP BRIAR CHAPEL, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company for the purposes therein expressed.

Witness my hand and official stamp or seal, this 4 day of February 2021.

  
Notary Public

My commission expires: 6/23/2025

SEAL-STAMP



[signatures continued on next page]

**GRANTEE:** CHATHAM COUNTY, NC., a body politic and  
corporate of the State of North Carolina

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for \_\_\_\_\_  
County, North Carolina, certify that \_\_\_\_\_ personally came before me this day and  
acknowledged that s/he is \_\_\_\_\_ of CHATHAM COUNTY, NORTH CAROLINA., a body  
politic and corporate of the State of North Carolina, and that by authority duly given and as a fact of such  
entity, the foregoing instrument was signed in its name by its \_\_\_\_\_.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

SEAL-STAMP

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REVIEW OFFICER CERTIFICATION  
STATE OF NORTH CAROLINA, COUNTY OF CHATHAM  
I, \_\_\_\_\_, REVIEW OFFICER FOR CHATHAM COUNTY,  
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED  
MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_  
BY \_\_\_\_\_ TITLE \_\_\_\_\_

CERTIFICATION OF PLAT BEING EXEMPT FROM THE SUBDIVISION REGULATIONS  
I HEREBY CERTIFY THAT THE PROPERTY SHOWN AND DESCRIBED HEREON IS  
EXEMPT FROM THE SUBDIVISION REGULATIONS OF CHATHAM COUNTY BY DEFINITION.

PLANNING DIRECTOR OR AUTHORIZED REPRESENTATIVE DATE \_\_\_\_\_

OWNER INFORMATION  
NNP-BRIAR CHAPEL, LLC  
4000 WESTCHASE BLVD, STE 150  
DURHAM, NC 27704  
DEED BOOK 1062, PAGE 14  
PLAT BOOK 2019, PAGE 30-31  
BUEBEL, LLC  
1111 HAYNES STREET, STE 203  
RALEIGH, NC 27604  
DEED BOOK 2160, PAGE 950  
PLAT BOOK 2019, PAGE 239  
SITE ADDRESS: BALENTINE COURT,  
CHATHAM COUNTY, NC

BY: NAME \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
BY: NAME \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
BY: NAME \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

LEGEND  
DED BOOK  
PG  
PAGE  
IRON PIPE FOUND  
IRON ROD FOUND  
IRON ROD FOUND  
R/W  
PRIVATE UTILITY EASEMENT  
PUBLIC UTILITY EASEMENT  
EASEMENT POINT  
A  
SCALE: 1" = 30'

Curve Table					
Curve #	Radius	Length	Tangent	Chord Bearing	Ch. Length
C1	538.00'	10.00'	5.00'	S89°10'0"E	10.00'
C2	538.00'	10.00'	5.00'	N89°11'1"W	10.00'

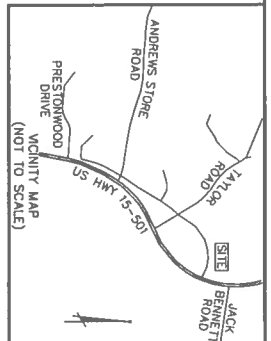
Curve Table

Line Table			
Line #	Direction	Length	Delta
L1	N71°19'49"W	10.00'	00°03'35"
L2	S71°19'49"E	10.00'	00°03'35"
L3	S24°02'28"E	45.83'	
L4	S65°37'34"W	10.00'	
L5	S22°12'35"E	52.65'	
L6	S00°30'34"W	20.55'	
L7	S20°32'25"W	48.11'	
L8	S05°31'20"W	43.23'	
L9	S19°37'10"W	17.96'	

Line Table

Line Table			
Line #	Direction	Length	Delta
L11	S24°02'28"E	42.86'	
L12	S18°40'11"W	15.38'	
L13	S60°38'11"W	32.18'	
L14	N67°20'18"E	11.00'	
L15	N22°18'42"W	10.00'	
L16	S67°20'18"W	20.97'	
L17	N59°28'11"E	32.18'	
L18	N18°40'11"E	26.85'	
L19	N24°02'25"W	42.86'	

Line Table



I, DAVID S. CLARK, PLS. 1-4729, CERTIFY THAT THIS  
PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN  
ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM  
MAP AND MAP BOOKS REFERENCED ON MAP. THAT  
ANY LINES NOT ACTUALLY SURVEYED APPEAR AS  
BROKEN LINES AND WERE PLOTTED FROM INFORMATION  
PRECISION AS CALCULATED IS BETTER THAN 1:10,000.  
THAT THE AREA IS COMPUTED BY COORDINATE  
METHODS AND IS ACCORDANCE WITH G.S. 42-20 AS AMENDED, WITHOUT  
ANY ORIGINAL SIGNATURE, RECORDATION NUMBER, AND  
SCALE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 2021.

DAVID S. CLARK  
PROFESSIONAL LAND SURVEYOR  
1-4729

I, DAVID S. CLARK, PLS. 1-4729,  
CERTIFY THAT THE SURVEY IS OF ANOTHER  
CATEGORY, SUCH AS THE RECOMBINATION OF  
EXISTING PARCELS, A COURT-ORDERED SURVEY,  
OR A SURVEY FOR THE DEDICATION OF  
SUBDIVISION.

DATE \_\_\_\_\_

### PRELIMINARY PLAT

NOT FOR RECORDATION, CONVEYANCE, OR SALES

#### SURVEY NOTES:

- ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (UNLESS OTHERWISE STATED).
- NO NC GRID MONUMENT IS WITHIN 2,000' OF SURVEYED TRACT.
- ALL BEARINGS ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD 1983/SPRS 2007).
- THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS SURVEY IS SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A TITLE AND ACCURATE TITLE SEARCH.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. IT IS LOCATED IN ZONE "X", AS SHOWN ON FEMA FIRM MAP PANEL 8710937500K WITH AN EFFECTIVE DATE OF 11/17/2017.
- THE PURPOSE OF THIS PLAT IS TO ESTABLISH A NEW 20' ACCESS EASEMENT OVER PARCELS 16 AND 20 FOR ACCESS TO PARCEL 18 AND TO ESTABLISH A NEW 10' SANITARY SEWER EASEMENT OVER PARCEL 20 FOR THE BENEFIT OF PARCEL 16. TO ESTABLISH A NEW 10' SANITARY SEWER EASEMENT OVER PARCEL 20 FOR THE BENEFIT OF CHATHAM COUNTY A WATER COMPANY, LLC, ITS SUCCESSORS OR ASSIGNS ("WATER COMPANY"). TO DEDICATE TO CHATHAM COUNTY A NEW 15' SANITARY SEWER EASEMENT OVER PARCEL 20, AND TO ESTABLISH A NEW TEMPORARY CONSTRUCTION EASEMENT OVER PARCEL 20 FOR THE BENEFIT OF PARCEL 16 (FOR CONSTRUCTION OF DRAINAGE IMPROVEMENTS AND RECONSTRUCTION OF SANITARY SEWER LINES FOR PARCEL 16 AND PARCEL 18). TO ESTABLISH A NEW TEMPORARY CONSTRUCTION EASEMENT OVER PARCEL 16 FOR THE BENEFIT OF PARCEL 20 (FOR CONSTRUCTION OF DRAINAGE IMPROVEMENTS AND RECONSTRUCTION OF SANITARY SEWER LINES FOR PARCEL 16 AND PARCEL 18). TO ESTABLISH A NEW TEMPORARY CONSTRUCTION EASEMENT TO EXPIRE NOVEMBER 15, 2021. THE EASEMENT HOLDER CONSTRUCTING IMPROVEMENTS HEREUNDER SHALL BE RESPONSIBLE FOR ALL COSTS OF CONSTRUCTION AND MAINTENANCE OF SUCH IMPROVEMENTS.

#### EASEMENT NOTES:

- THE EASEMENTS SHOWN HEREON WILL BE SUBJECT TO RESTRICTIONS, COVENANTS, AND PROVISIONS FOR EASEMENTS, CONDITIONS AND RESTRICTIONS FOR BARRIAR CHAPEL COMMERCIAL PROPERTIES, RECORDED AT BOOK 0133, PAGE 0001, AS AMENDED AND SUPPLEMENTED (THE "DECLARATION").
- THE EASEMENTS DESCRIBED ON THIS PLAT ARE IN ADDITION TO AND NOT IN LIMITATION OF ANY EASEMENTS DESCRIBED IN THE DECLARATION.
- PROOF TO CONSTRUCTION WITHIN OR USE OF THE PORTION OF THE PARCELS 20 15' PUBLIC SANITARY SEWER EASEMENT LOCATED WITHIN THE 100' PERMETER BUFFER, THE BENEFICIARY OF THE EASEMENT MUST FIRST OBTAIN A WATER FROM CHATHAM COUNTY FOR SAID CONSTRUCTION AND USE WITHIN THE PERMETER BUFFER.

#### ADDITIONAL DEED REFERENCE:

DEED BOOK 2019, PAGE 993

#### EASEMENT DEDICATION PLAT

FOR

BRIAR CHAPEL SD-WEST PARCELS 16 and 20

FOR

NNP-BRIAR CHAPEL, LLC

DATE: September 29, 2020 SCALE: 1" = 30'

PROJECT # : 2735-0165  
PROJ. SVR : DSC  
DRAWN BY : DSC  
FIELD BK. :  
COMP. FILE : VE102-27350165.dwg  
SHEET # : 1 OF 1

DWG. # :



1730 Varsity Drive Suite 500  
Raleigh, North Carolina 27606  
Phone: (919)233-8091, Fax: (919)233-8031  
NC TRIM # 1-1222  
Internet Site: <http://www.mckimcreed.com>

DATE:

BALDWIN and WILLIAMS TOWNSHIPS

CHATHAM COUNTY

NORTH CAROLINA