

Instrument Prepared By: WCPSS Real Estate Department, without title opinion or examination.  
Brief Description for Index: 7451 Woods Creek Road, Apex, NC 27539  
Parcel Identifier: PIN 0730-33-0409 (Woods Creek Elementary)  
Project Name: Crescent Communities – Goodwin Off-Site Improvements  
Mail After Recording To: TELICS Right of Way Services, 2540 Mill Street, Winterville, NC 28590

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**STATE OF NORTH CAROLINA**

**DEED OF EASEMENT  
WITH GENERAL WARRANTY**

**COUNTY OF WAKE**

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THIS DEED OF EASEMENT ("Easement") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by **County of Wake**, a body politic and corporate, hereinafter referred to as the "Grantor," to **CC Yield North, LLC**, a Delaware limited liability company, its successors and/or assigns, hereinafter referred to as the "Grantee".

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, the Grantor is the owner of a certain tract of land located at 7451 Woods Creek Road, Apex, Wake County, North Carolina, more commonly known as Woods Creek Elementary School, by Deed recorded in Deed Book 18637 at Page 2625, Wake County Registry, hereinafter referred to as the "Grantor's Land," and

WHEREAS, Grantor has agreed to convey to the Grantee an easement upon, under, and through a certain limited portion of Grantor's Land, hereinafter collectively referred to as the "Easement Area", which is hereinafter described.

NOW THEREFORE, for good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor has bargained and sold and by these presents does hereby bargain, sell, and convey unto the Grantee, its successors and assigns those privileges and easements incidental to the Grantee's proposed development project known as The Yield North, which easements are more particularly identified and described on the Exhibit, attached hereto, as follows:

## 1. VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement over that area in, upon, and across the property of the Grantor lying adjacent to Woods Creek Road (SR 1154) within the "Proposed - TCE" easement lines, consisting of a total of approximately 0.22 acres ( $\pm$  9,875 square feet), more or less, and being more specifically identified and described on a plat prepared by Timmons Group entitled; "Right-of-Way & Easement Dedication Survey on the property of County of Wake, prepared for CC Yield North, LLC", dated 8/10/2023, and recorded \_\_\_\_\_, in Book of Maps 2025, Page\_\_\_\_\_, Wake County Registry, for purposes reasonably necessary and incidental to the construction of public infrastructure improvements, such purposes specifically include the right to use the Easement Area for the movement and storage of vehicles and equipment, construction staging, and in accordance with generally accepted engineering practices (such as, clearing and grading, excavating, sloping, cutting, filling or otherwise changing the natural contours of the land subject to this easement as necessary for such purposes and uses in substantial conformity with the project grading and utility infrastructure (sewer) plans as approved by appropriate governmental agencies).

Further specific terms and conditions applicable to this Temporary Construction Easement are as follows:

- a) Grantee agrees to coordinate commencement of work with the Wake County Public School System to minimize disruption to scheduled school programs and activities. Further, Grantee agrees to abide by the Wake County Public School System's enforcement of work cessation dates/periods that might be dictated by school activities and/or testing periods.
- b) Grantee agrees that all vehicular and pedestrian access for construction purposes shall be made from Woods Creek Road and/or from Grantee's Property and shall not include any areas outside of the Easement Area.
- c) Following completion of construction of the public infrastructure improvements, the disturbed areas within the Temporary Construction Easement area will be stabilized and restored to a sustainable condition using conventional engineering practices and landscaping methods so as to return it to substantially the same or similar condition as existed prior to use but for a residual slope change as described in the approved plans.
- d) Commencement and Termination. Grantee agrees to provide Grantor via its representative and The Wake County Board of Education through its representative Margaret Sutter via email ("msutter@wcpss.net") no less than seven (7) days' written notice of the Grantee's anticipated start date of any construction/development work on Grantor's Land (the "Work Commencement Date"). This Temporary Construction Easement shall commence upon the Work Commencement Date. This Temporary Construction Easement shall automatically terminate upon final completion of Grantee's Work. Unless earlier expiring or terminated according to its terms, this Temporary Construction Easement will automatically expire one (1) year from the Effective Date, at 11:59 P.M. Thereafter, the Grantor may make and enjoy all lawful uses of the property.
- e) Acknowledgement. The Grantee acknowledges that N. C. General Statutes §14-208.18 prohibits registered sex offenders from being on property controlled by The Wake County Board of Education or that is a school as set forth in that statute. **IT IS FURTHER UNDERSTOOD AND A CONDITION HEREOF** that Grantee shall not assign any employee or agent of Grantee that is a

registered sex offender as defined in N.C. Gen. Stat. 14-208.18 to perform any work or other task in the Temporary Construction Easement Areas or any property that is controlled by The Wake County Board of Education or is a school.

- f) Liens and Claims. The Grantee will not permit any mechanics', materialmen, or similar liens or claims to stand against the Grantor's Land for labor or material furnished in connection with any work performed by the Grantee under this Easement. Upon reasonable and timely notice of any such lien or claim delivered to the Grantee by Grantor, the Grantee may bond and contest the validity and the amount of such lien, but the Grantee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.
- g) Compliance with Laws and Permits. The Grantee acknowledges that it shall be the responsibility of the Grantee and the Grantee's contractors to conduct all operations which are the subject of this Easement in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide, as well as to obtain any and all governmental permits and approvals which may be necessary for the work to be conducted under this Easement. Grantor shall not be responsible for any failure by the Grantee or the Grantee's contractors to comply with this requirement.
- h) Insurance. At all times while performing work within the Easement Area, the Grantee agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Easement. **The County of Wake and The Wake County Board of Education shall be named by endorsement as additional insureds on the General Liability policy.** A certificate of insurance documenting evidence of such insurance shall be furnished to the Grantor. The Grantee shall also provide a policy endorsement requiring the Grantor to receive thirty (30) days prior written notice of cancellation for any statutorily permitted reason other than non-payment of premium. In addition, the Grantee shall provide at least five (5) business days written prior notice to the Grantor via its representative and The Wake County Board of Education via its representative Margaret Sutter via email ("msutter@wcpss.net") of the cancellation, non-renewal (without replacement), or the material reduction of coverage or limits of any of the policies. Upon notice of such cancellation, nonrenewal or reduction, the Grantee shall procure substitute insurance so as to assure the Grantor that the minimum limits of coverage are maintained continuously throughout the period of this Easement. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Easement and shall be grounds for immediate termination of this Easement.
- i) Indemnification. It is understood and a condition hereof that the Grantee agrees that it will indemnify and hold the Wake County Board of Education and Grantor harmless from and against any claims, demands, actions, suits, judgments, losses, damages, costs, or expenses incurred as a result of personal injury, property damage, civil penalties, or fines to the extent proximately caused in whole or in part by the negligent acts or omissions of Grantee or its authorized contractors and employees in conducting its work on Grantor's Property (collectively, "Grantee Parties") as well as from any claim, demand, action, suit, judgment, loss, damage, cost or expenses incurred and arising out of: (1) Grantee's inability to perform the work; (2) improper performance of the work by Grantee Parties as required by Applicable Environmental Laws, and (3) the extraction of hazardous substances or solid wastes by Grantee Parties. However, this indemnity and hold harmless obligation shall not apply to any such claims, demands, actions, suits, judgments, losses, damages, costs, or expenses to the extent caused by the gross negligence, or willful misconduct of Grantor.

Further, the following specific terms and conditions shall be applicable to both the aforementioned Temporary Construction Easement:

- a) Any fences or other structures in place on the date of this Easement that are disturbed by the Grantee (including without limitation its agents, contractors or invitees) shall be restored at least to their original conditions and locations, and any damage thereto shall be repaired or the damaged items replaced with new materials substantially the same as the prior materials. All work shall be done by duly licensed and insured contractors, and at no time shall the Grantee permit any lien to be placed on the Easement area or anywhere else on Grantor's property.
- b) Except for the rights specifically conveyed by this Easement, Grantor hereby reserves all other rights of ownership and use of the Easement area, provided such use by Grantor does not unreasonably interfere with the rights granted to the Grantee herein. During the term of the Easement, Grantor shall be prohibited from the installation of any buildings, structures, or other improvements on the Easement area that would unreasonably interfere with the Grantee's rights granted by this Easement. Nothing herein shall prevent Grantor from entering the Easement area as reasonably necessary to protect its real or personal property.

The Easement interests enumerated and conveyed herein shall, while in effect, be binding upon the heirs, successors, and assigns of the Grantor.

The Easement interest herein described and conveyed is located on the parcel that does not include the primary residence of the Grantor.

The Grantor hereby, for itself, its heirs, successors, and assigns, hereby warrants and covenants that it is the owner of the property described in the attached Exhibit; that it has the right to grant these privileges and easements; that the same are free from encumbrances except as may be hereinafter stated; and that it will warrant and defend the title to the same against lawful claims of all persons whomsoever.

***(The balance of this page is intended to be blank.)***

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

**Grantor**

The County of Wake,

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

Name: Susan Evans

Title: Chair, Board of Commissioners

Attested by: \_\_\_\_\_

Name: Yvonne Gilyard

Title: Clerk, Board of Commissioners

STATE OF NORTH CAROLINA

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

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, hereby certify that Susan Evans and Yvonne Gilyard personally came before me this day and acknowledged that they are the Chair and Clerk, respectively, of the Board of Commissioners of Wake County, North Carolina, and that by authority duly given and as the act of The County of Wake, the foregoing instrument was signed in the County's name by the Chair of its Board of Commissioners and attested by such Clerk.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

Commission Expires: \_\_\_\_\_

(Affix Seal)

**Grantee**

CC Yield North, LLC,  
a Delaware limited liability company

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

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

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

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina,  
certify that \_\_\_\_\_, \_\_\_\_\_ of CC Yield North, LLC, a  
Delaware limited liability company, personally appeared before me this day and acknowledged the due execution  
of the foregoing instrument in his/her capacity as identified hereinabove on behalf of the limited liability company.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

Commission Expires: \_\_\_\_\_

(Affix Seal)

**EXHIBIT**  
(To be attached)

## Consent and Subordination

THE FIDELITY COMPANY, a North Carolina corporation, as trustee ("Trustee"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as beneficiary ("Beneficiary"), under that certain Deed of Trust granted by County of Wake, North Carolina ("County"), dated May 1, 2023, and recorded at Book 19330, Page 1790 of the Wake County Registry (the "Deed of Trust"), do hereby consent to the recordation of the foregoing Deed of Easement to which this Consent and Subordination is attached ("Easement") and subordinate the lien of the Deed of Trust to the Easement, except that (i) no violation of the Easement shall defeat or render invalid the lien of the Deed of Trust and (ii) should Beneficiary acquire title to the property secured by the Deed of Trust, any liability Beneficiary might have under the Easement shall be non-recourse except to the extent of its interest in the property. The execution of this Consent and Subordination by the Beneficiary and Trustee shall not have the effect of creating between County and Beneficiary any relationship or partnership or of a joint venture nor shall anything contained hereunder be deemed to impose upon Beneficiary and Trustee any of the liabilities, duties or obligations of County under the Easement. Beneficiary and Trustee execute this Consent and Subordination solely for the purposes set forth herein.

TRUSTEE:

THE FIDELITY COMPANY

By: \_\_\_\_\_(SEAL)

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

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

\_\_\_\_\_ County, State of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_, Notary Public  
(Notary's printed name)

(Official Seal)

My commission expires: \_\_\_\_\_



BENEFICIARY:

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_(SEAL)

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

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

\_\_\_\_\_ County, State of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_, Notary Public  
(Notary's printed name)

(Official Seal)

My commission expires: \_\_\_\_\_

Instrument Prepared By:  
Brief Description for Index: 7451 Woods Creek Road, Apex, NC 27539  
Parcel Identifier: PIN 0730-33-0409 (Woods Creek Elementary)  
Project Name: Crescent Communities – Goodwin Off-Site Improvements  
Mail After Recording To: TELICS Right of Way Services, 2540 Mill Street, Winterville, NC 28590  
Revenue Stamps: \$0.00

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STATE OF NORTH CAROLINA

**DRAINAGE EASEMENT**

COUNTY OF WAKE

THIS DEED OF EASEMENT is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2025, by **County of Wake**, a body politic and corporate, P.O. Box 550, Raleigh, NC 27602, and a political subdivision existing under the laws of the State of North Carolina, hereinafter referred to as the “Grantor”, to **CC Yield North, LLC**, a Delaware limited liability company, hereinafter referred to as the “Grantee”.

Grantor as used herein shall include the singular and plural, as required, and the masculine, feminine and neuter gender as appropriate.

WITNESSETH:

WHEREAS, Grantor is the owner of the property located at 7451 Woods Creek Road, Apex, Wake County, North Carolina, more commonly known as Woods Creek Elementary School, by Deed recorded in Deed Book 18637 at Page 2625, Wake County Registry (“Property”), and has agreed to convey to Grantee, according to the terms set forth below, easements in, upon and across the Property as hereinafter described for drainage purposes incidental to the The Yield North project, which easements shall ultimately be deeded to, turned over to, or assigned to the North Carolina Department of Transportation (“NCDOT”).

NOW, THEREFORE, for valuable consideration paid to Grantor, the receipt of which is hereby acknowledged, Grantor has bargained and sold, and does hereby grant, sell and convey unto the Grantee, its successors and assigns, now and hereafter, a drainage easement across the Property, which easement is hereinafter described.

**Drainage Easement Area:**

That area in, upon, and across the property of the Grantor lying adjacent to Woods Creek Road (SR 1154) within the “Proposed Public Drainage Easement Area” easement lines, consisting of 0.02 acres ( $\pm$  1,067 square feet), more or less, and being more specifically identified and described on a plat prepared by Timmons Group entitled; “Right-of-Way & Easement Dedication Survey on the property of County of Wake, prepared for CC Yield North, LLC”, dated 8/10/2023, and recorded \_\_\_\_\_, in Book of Maps 2025, Page \_\_\_\_\_, Wake County Registry.

THE FURTHER TERMS AND CONDITIONS of this Drainage Easement are as follows:

The Grantee, and it’s successors and assigns, including NCDOT, shall have the perpetual, nonexclusive right to use the Drainage Easement Area for purposes of ingress, egress and regress and the construction, operation, repair, maintenance, replacement and ultimate dedication to public use by the Grantee, its agents, successors or assigns for a drainage facility as part of The Yield North Project, together with the right to do all things necessary, including, but not being limited to, the right to enter said easement area at all times over the Property of Grantor to inspect, repair, maintain and alter said facilities and to clear and keep said easement area cleared of vegetation, undergrowth, buildings, structures and obstructions, and to use lawful chemicals, machinery and other forms of equipment and devices as necessary.

Grantor and Grantee expressly acknowledge that Grantee intends to dedicate, deed, turn over, and/or assign the drainage easement granted herein to the North Carolina Department of Transportation and Grantor consents to such dedication, deed, turnover, and/or assignment.

Grantee agrees that it will indemnify and hold the Wake County Board of Education and Grantor harmless from and against any claims, demands, actions, suits, judgments, losses, damages, costs, or expenses incurred as a result of personal injury, property damage, civil penalties, or fines to the extent proximately caused in whole or in part by the negligent acts or omissions of Grantee or its authorized contractors and employees in conducting its work on Grantor’s Property (collectively, “Grantee Parties”) as well as from any claim, demand, action, suit, judgment, loss, damage, cost or expenses incurred and arising out of: (1) Grantee’s inability to perform the work; (2) improper performance of the work by Grantee Parties as required by Applicable Environmental Laws, and (3) the extraction of hazardous substances or solid wastes by Grantee Parties. However, this indemnity and hold harmless obligation shall not apply to any such claims, demands, actions, suits, judgments, losses, damages, costs, or expenses to the extent caused by the gross negligence, or willful misconduct of Grantor.

Further, should NCDOT or any other governing municipality or agency require maintenance of the public drainage easement, such maintenance shall be the responsibility of Grantee and its successors and assigns. This easement allows the Grantee the right to access the drainage easement and perform work the Grantee deems necessary or prudent to alleviate any issues jeopardizing the integrity of the roadway.

THE EASEMENT INTERESTS HEREIN DESCRIBED AND CONVEYED ARE LOCATED on a parcel that does not include the Grantor's primary residence.

TO HAVE AND TO HOLD the Drainage Easement Area and all privileges and appurtenances thereunto belonging to the Grantee and its successors and assigns, including, but not limited to, the free and full right of ingress and egress over and across the Drainage Easement Area, the right, but not the obligation, to remove any obstructions which may injure, endanger, or interfere with the construction, operation, repair, maintenance, replacement or removal of said drainage facility and appurtenances, and any other rights which may be necessary for the permanent maintenance, repair or replacement of said drainage facility and appurtenances.

The Grantor covenants that it is seized of the Property in fee simple and has the right to convey the Easements hereby granted; that same are free from encumbrances except zoning ordinances, utility easements of record, and easements, restrictions and rights-of-way of record and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal, on the day and year first above written.

**GRANTOR:**  
The County of Wake

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Yvonne Gilyard, Clerk Susan Evans, Chair  
Board of Commissioners Board of Commissioners

STATE OF NORTH CAROLINA  
WAKE COUNTY

I, \_\_\_\_\_, a Notary Public of said State and County, do hereby certify that Susan Evans and Yvonne Gilyard personally came before me this day and acknowledged that they are the Chair and Clerk, respectively, of the Board of Commissioners of Wake County, North Carolina, and that by authority duly given and as the act of The County of Wake, the foregoing instrument was signed in the County's name by the Chair of its Board of Commissioners and attested by such Clerk.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
(Printed Name of Notary)

My Commission expires: \_\_\_\_\_

Consent and Subordination

THE FIDELITY COMPANY, a North Carolina corporation, as trustee ("Trustee"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as beneficiary ("Beneficiary"), under that certain Deed of Trust granted by County of Wake, North Carolina ("County"), dated May 1, 2023, and recorded at Book 19330, Page 1790 of the Wake County Registry (the "Deed of Trust"), do hereby consent to the recordation of the foregoing Deed of Easement to which this Consent and Subordination is attached ("Easement") and subordinate the lien of the Deed of Trust to the Easement, except that (i) no violation of the Easement shall defeat or render invalid the lien of the Deed of Trust and (ii) should Beneficiary acquire title to the property secured by the Deed of Trust, any liability Beneficiary might have under the Easement shall be non-recourse except to the extent of its interest in the property. The execution of this Consent and Subordination by the Beneficiary and Trustee shall not have the effect of creating between County and Beneficiary any relationship or partnership or of a joint venture nor shall anything contained hereunder be deemed to impose upon Beneficiary and Trustee any of the liabilities, duties or obligations of County under the Easement. Beneficiary and Trustee execute this Consent and Subordination solely for the purposes set forth herein.

TRUSTEE:

THE FIDELITY COMPANY

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ County, State of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_, Notary Public  
(Notary's printed name)

(Official Seal)

My commission expires: \_\_\_\_\_

BENEFICIARY:

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ County, State of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_, Notary Public  
(Notary's printed name)

(Official Seal)

My commission expires: \_\_\_\_\_

Instrument Prepared By:  
Brief Description for Index: 7451 Woods Creek Road, Apex, NC 27539  
Parcel Identifier: PIN 0730-33-0409 (Woods Creek Elementary)  
Project Name: Crescent Communities – Goodwin Off-Site Improvements  
Mail After Recording To:  
TELICS Right of Way Services  
2540 Mill Street  
Winterville, NC 28590

Revenue Stamps:

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**DEED OF EASEMENT  
WITH GENERAL WARRANTY FOR  
STREET RIGHT-OF-WAY**

THIS DEED OF EASEMENT is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **County of Wake**, a body politic and corporate, P.O. Box 550, Raleigh, NC 27602, and a political subdivision existing under the laws of the State of North Carolina, hereinafter referred to as the "Grantor", to **CC Yield North, LLC**, a Delaware limited liability company, hereinafter referred to as the "Grantee".

WHEREAS, the Grantor is the Owner of the land(s) located at 7451 Woods Creek Road, Apex, Wake County, North Carolina, more commonly known as Woods Creek Elementary School, by Deed recorded in Deed Book 18637 at Page 2625, Wake County Registry, and has agreed to convey to the Grantee, according to the terms set forth below, the easement(s) hereinafter described.

The designation "Grantor" as used herein shall include the singular and plural, as required, and the masculine, feminine and neuter gender, as appropriate.

NOW, THEREFORE, for valuable consideration paid to the Grantor, receipt of which is hereby acknowledged, the Grantor has bargained and sold, and does hereby grant, sell and convey unto the Grantee, its successors and assigns, those rights-of-way, privileges, and easements enumerated and described hereinbelow, over and through the property more particularly identified and described in Exhibit 1, attached, as follows:

**1 STREET RIGHT-OF-WAY**

An easement to construct, improve, reconstruct, replace, inspect, repair, maintain and use as a street, including all related, customary uses of public street right-of-way such as sidewalk, bike path, storm drainage, street lighting, sanitary sewer, water supply and distribution, electric power, landscaping, cable television, gas, telephone, telecommunications, and other such purposes and uses.

THE EASEMENT INTERESTS HEREIN DESCRIBED AND CONVEYED ARE LOCATED on a parcel that does not include the Grantor's primary residence.

TO HAVE AND TO HOLD the above-described permanent easement, running with the land, for the respective purposes enumerated above, unto the Grantee, its successors and assigns, in perpetuity.



Grantor and Grantee expressly acknowledge that Grantee intends to dedicate, deed, turn over, and/or assign the right of way granted herein to the North Carolina Department of Transportation and Grantor consents to such dedication, deed, turnover, and/or assignment.

Grantee agrees that it will indemnify and hold the Wake County Board of Education and Grantor harmless from and against any claims, demands, actions, suits, judgments, losses, damages, costs, or expenses incurred as a result of personal injury, property damage, civil penalties, or fines to the extent proximately caused in whole or in part by the negligent acts or omissions of Grantee or its authorized contractors and employees (collectively, "Grantee Parties") in conducting its work on Grantor's Property as well as from any claim, demand, action, suit, judgment, loss, damage, cost or expenses incurred and arising out of: (1) Grantee's inability to perform the work; (2) improper performance of the work by Grantee Parties as required by Applicable Environmental Laws, and (3) the extraction of hazardous substances or solid wastes by Grantee Parties. However, this indemnity and hold harmless obligation shall not apply to any such claims, demands, actions, suits, judgments, losses, damages, costs, or expenses to the extent caused by the gross negligence, or willful misconduct of Grantor.

The Grantor hereby, for itself, its heirs, successors, and assigns, hereby warrants and covenants that it is the owner of the property described in Exhibit 1; that it has the right to grant this right-of-way and easement; that the same are free from encumbrances except as may be hereinafter stated; and that it will warrant and defend the title to the same against lawful claims of all persons whomsoever.

***(The balance of the page is intended to be blank.)***

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, on the day and year first above written.

**GRANTOR:**  
The County of Wake

**ATTEST:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Yvonne Gilyard, Clerk Susan Evans, Chair  
Board of Commissioners Board of Commissioners

**STATE OF NORTH CAROLINA  
WAKE COUNTY**

I, \_\_\_\_\_, a Notary Public of said State and County, do hereby certify that Susan Evans and Yvonne Gilyard personally came before me this day and acknowledged that they are the Chair and Clerk, respectively, of the Board of Commissioners of Wake County, North Carolina, and that by authority duly given and as the act of The County of Wake, the foregoing instrument was signed in the County's name by the Chair of its Board of Commissioners and attested by such Clerk.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
(Printed Name of Notary)

My Commission expires: \_\_\_\_\_

## EXHIBIT 1

All that property lying in Wake County, N.C., and being more particularly described as follows:

### **STREET RIGHT-OF-WAY**

That area in, upon, and across the property of the Grantor lying adjacent to Woods Creek Road (SR 1154) within the "Proposed R/W Dedication" easement lines, consisting of 0.08 acres ( $\pm$  3,359 square feet), more or less, and being more specifically identified and described on a plat prepared by Timmons Group entitled; "Right-of-Way & Easement Dedication Survey on the property of County of Wake, prepared for CC Yield North, LLC", dated 8/10/2023, and recorded \_\_\_\_\_, in Book of Maps 2025, Page \_\_\_\_\_, Wake County Registry.

## Consent and Subordination

THE FIDELITY COMPANY, a North Carolina corporation, as trustee ("Trustee"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as beneficiary ("Beneficiary"), under that certain Deed of Trust granted by County of Wake, North Carolina ("County"), dated May 1, 2023, and recorded at Book 19330, Page 1790 of the Wake County Registry (the "Deed of Trust"), do hereby consent to the recordation of the foregoing Deed of Easement to which this Consent and Subordination is attached ("Easement") and subordinate the lien of the Deed of Trust to the Easement, except that (i) no violation of the Easement shall defeat or render invalid the lien of the Deed of Trust and (ii) should Beneficiary acquire title to the property secured by the Deed of Trust, any liability Beneficiary might have under the Easement shall be non-recourse except to the extent of its interest in the property. The execution of this Consent and Subordination by the Beneficiary and Trustee shall not have the effect of creating between County and Beneficiary any relationship or partnership or of a joint venture nor shall anything contained hereunder be deemed to impose upon Beneficiary and Trustee any of the liabilities, duties or obligations of County under the Easement. Beneficiary and Trustee execute this Consent and Subordination solely for the purposes set forth herein.

TRUSTEE:

THE FIDELITY COMPANY

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ County, State of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_, Notary Public  
(Notary's printed name)

(Official Seal)

My commission expires: \_\_\_\_\_

BENEFICIARY:

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_(SEAL)

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

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

\_\_\_\_\_ County, State of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_, Notary Public  
(Notary's printed name)

(Official Seal)

My commission expires: \_\_\_\_\_