

Prepared by and return to: Parker Poe Adams & Bernstein LLP (MJC), PO Box 389, Raleigh, NC 27602
Brief description of index: Slope Easement
Parcel identifier: 0757-75-6465
Address: 4908 Nelson Road, Morrisville, North Carolina 27560-6410

SLOPE EASEMENT

NORTH CAROLINA
WAKE COUNTY

THIS SLOPE EASEMENT (“Slope Easement”), made this _____ day of _____, 2026, by WAKE COUNTY, a body politic and corporate with a mailing address of Post Office Box 550, Raleigh, North Carolina 27602 (“Grantor”) to NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (“Grantee”). The designations “Grantor” and “Grantee” as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, Grantor is the owner of a certain lot or parcel of land with a street address of 4908 Nelson Road, Morrisville, Wake County, North Carolina 27560-6410 and more particularly described in the instruments recorded in Book 2922, Page 47; Book 2724, Page 313; and Book of Maps 1976, Page 217, each of the Wake County Registry (the “Property”), and has agreed to convey to Grantee, according to the terms set forth below, the slope easement interest hereafter described.

NOW THEREFORE, for good and valuable consideration paid to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby give, grant, bargain, sell, and convey unto Grantee the right, privilege, and permanent slope easement in, on, over, under, along, across, and through a portion of the Property as generally shown for illustrative purposes on Exhibit A and more particularly described as follows:

BEGINNING at point in the Northerly Right of Way of Nelson Road (SR 1642) (variable width R.O.W.), where the same is intersected by the Westerly line of lands of Merritt RU1, LLC (D.B. 18522, PG. 0565) having North Carolina Grid Coordinates (NAD 83-2011) of N: 776,581.46, E: 2,057,406.77, as evidenced by an Iron Rod found; thence, coincident with said Northerly line of Nelson Road,

Along a curve turning to the left with an arc length of 113.43', a radius of 1175.92', a chord bearing of N 80°15'29" W, and a chord length of 113.38' to a calculated point in the same; thence, through lands of Wake County (D.B. 2922, PG. 0047) the following five (5) courses and distances:

N 78°47'13" E a distance of 31.05' to a computed point; thence,

S 81°47'26" E a distance of 23.24' to a computed point; thence,

S 62°50'35" E a distance of 7.35' to a computed point; thence,

S 73°33'14" E a distance of 24.18' to a computed point; thence,

N 82°30'33" E a distance of 32.58' to a computed point in the aforesaid Westerly line of Merritt RU1, LLC; thence, coincident with the same,

S 13°12'02" W a distance of 16.38' to the Point and Place of BEGINNING.

Containing 942 square feet, 0.021 acres more or less.

This area is the same shown on a plat titled "Exhibit A of Slope Easement" by McKim & Creed dated August 7, 2025 and attached hereto as Exhibit A.

Grantee shall have the right to construct and maintain the cut and/or fill slopes in the above-described area until such time that Grantor alters the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Grantor shall have the right to continue to use the above-described area in any manner and for any purpose, including, but not limited to, the use of said area for access, ingress, egress, and parking, that does not, in the determination of Grantee, obstruct or materially impair the actual use of the easement area by Grantee, its agents, assigns, and contractors.

IT IS UNDERSTOOD AND AGREED: This Slope Easement shall be subject to the following terms and conditions:

1. Following completion of construction and acceptance of construction work for Grantee's associated project, Grantee shall restore all disturbed areas in accordance with generally accepted construction and landscaping practices.
2. Grantee shall have the right to remove and keep removed from the Slope Easement all trees, vegetation, and other obstructions as reasonably necessary to affect the purpose of the Slope Easement.
3. Grantee recognizes that the Slope Easement area is within a Flood Control Structure which is part of Site 20A Brier Creek Reservoir of the Crabtree Creek Watershed Project and is subject to flooding. Grantor reserves the right to flood the Slope Easement area.
4. Grantee agrees to use the Slope Easement in such a way that will not disrupt or interfere with the Grantor's use of the Property as a Flood Control Structure as

required by USDA- NRCS. Grantee's construction within the Slope Easement area shall conform with official plans and specifications for the RDU Business Park, prepared by Kimley Horn, entitled "RDU Business Park – Phase 2 East" and dated February 6, 2025; any alteration or amendment to the plans will require additional review and approval from USDA- NRCS that said changes will result in zero net fill to the Grantor's Flood Control Structure.

5. Grantor shall retain fee simple ownership of the Slope Easement. Grantor shall not obstruct or utilize the Slope Easement in any way that interferes with use by Grantee as provided hereunder, provided Grantee acknowledges that Grantor has the right to use the Slope Easement area for public purposes as provided herein, including watershed and flood control purposes as stated herein.
6. In using the Slope Easement in ways that are consistent with this grant of easement, Grantor bears all risk of loss or damage to any such improvements of Grantor caused by maintenance or repair of the Slope Easement area.
7. Grantee shall not place or construct facilities or improvements within the Slope Easement without prior approval from Grantor of the construction plans for such facilities or improvements.
8. Grantor shall not be held liable for damages to the Slope Easement area nor any improvements placed within the Slope Easement by Grantee as a result of flooding or by any other causes whatsoever.
9. In using the Slope Easement and in construction improvements within the Slope Easement, Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
10. Upon completion of construction, Grantee shall replace all property corner irons and concrete monuments disturbed during its construction.
11. Grantor, its successors, and assigns, reserves the right to use the Slope Easement area for watershed and recreational purposes and for any other public purpose that Grantor may undertake that does not interfere with use by Grantee as provided hereunder.
12. In the event Grantee ceases to use the property covered by this Slope Easement, Grantee shall record a termination of easement in the Wake County Registry and provide a copy of the same to Grantor.

THE EASEMENT INTEREST HEREIN DESCRIBED AND CONVEYED does not include a primary residence.

TO HAVE AND TO HOLD the aforesaid permanent Slope Easement and all privileges and appurtenances thereunto belonging to the said Grantee forever. Grantor makes no warranty of title to the easement interests granted herein.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name by its Chair, its corporate seal affixed, and attested by its Clerk, by order of its Board of Commissioners, this the day and year first above written.

WAKE COUNTY, a body politic and corporate

Signed: _____
By: Don Mial, Chair, Wake County Board of
Commissioners

ATTEST

Signed: _____
By: Yvonne C. Gilyard, Clerk to the Board of
Commissioners

Approved as to form:

Signed: _____
By: Roger A. Askew, Wake County Attorney

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Yvonne C. Gilyard personally appeared before me this day and acknowledged that (s)he is the Clerk of the Wake County Board of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by its Chair of the Wake County Board of Commissioners, sealed with its corporate seal and attested by Yvonne C. Gilyard as its Clerk.

Witness my hand and official stamp or seal, this the _____ day of _____, 2026.

Notary Public

Printed Name: _____

My Commission Expires: _____