

Prepared by and return to:

Ellis & Winters LLP (CNA)
4131 Parklake Avenue, Suite 400
Raleigh, North Carolina 27612

SANITARY SEWER EASEMENT AND CAPACITY AGREEMENT

THIS SANITARY SEWER EASEMENT AND CAPACITY AGREEMENT (this "**Agreement**"), is made and entered into this 29th day of JUNE, 2019²⁰²¹, by and among Wakefield Manor, LLC, a North Carolina limited liability company ("**Manor**"), Wakefield Affordable Housing, LLC, a North Carolina limited liability company ("**Apartments**," and collectively with Manor, the "**Grantor**"), and KB HOME RALEIGH-DURHAM INC., a Delaware corporation ("**Grantee**").

WITNESSETH:

WHEREAS, Manor owns that certain tract of land more fully and particularly described on Exhibit "A-1" attached hereto and incorporated herein, said property being referred to herein as the "**Manor Property**"; and

WHEREAS, Apartments owns that certain tract of land more fully and particularly described on Exhibit "A-2" attached hereto and incorporated herein, said property being referred to herein as the "**Apartments Property**" (the Manor Property and the Apartments Property are collectively referred to herein as the "**Grantor Property**"); and

WHEREAS, Grantee owns that certain tract of land more fully and particularly described in Exhibit "B" attached hereto and incorporated herein, said property being referred to herein as the "**Grantee Property**" (each of the Grantee Property and the Grantor Property, and any subdivision thereof, being hereinafter sometimes referred to as a "**Parcel**"); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement for purposes of granting a certain easement for the benefit of Grantee and the Grantee Property, as more fully set forth below;

NOW, THEREFORE, in consideration of the foregoing premises, the grants, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party, together with any other party hereafter acquiring fee simple title to a Parcel or any portion of a Parcel, hereinafter called an "Owner"), intending to be legally bound, do hereby agree as follows:

1. **Grant of Easement by Grantor for the benefit of Grantee and the Grantee Property.** Grantor hereby grants, bargains, sells and conveys to Grantee, for the benefit of Grantee and its successors and assigns, and the Grantee Property, a perpetual exclusive easement appurtenant to the Grantee Property to support Townhouses to be constructed on Grantor's Property (the "Sewer Easement") for the construction, installation, use, maintenance, repair and replacement of a sanitary sewer line and associated pipes, valves, fittings and other improvements and devices which shall connect to Grantor's existing sewer manhole on Grantor's Property (collectively, the "Sewer Improvements") in order to provide a means of transporting and discharging sanitary sewage of ninety four (94) townhomes from the Grantee Property. The Sewer Easement area shall be situated on the Grantor Property and shall have such dimensions as are generally shown on the sketch on Exhibit "C", attached hereto and incorporated herein by reference (the "Sewer Easement Area"). The parties agree that upon Grantee obtaining a specific legal description for the Sewer Easement Area, Exhibit "C" of this Agreement shall be amended with such new legal description.

2. **Construction and Maintenance of Sewer Easement Area and Sewer Improvements.**

2.1 **Initial Construction.** Subject to the terms of this Agreement, Grantee shall be solely responsible for the cost and expense of the design, permitting, initial construction and installation and completion of the Sewer Improvements to be located within the Sewer Easement Area. Grantee shall be responsible to obtain any and all permits required by the applicable government agencies and Grantor shall cooperate with Grantee in executing any necessary consents, joinders or applications necessary for such permits.

2.2 **Other Construction Obligations.**

2.2.1 Any work performed by Grantee pursuant to this Agreement shall be performed, and the Sewer Easement created by

this Agreement shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations and ordinances.

2.3.6 Any damage to the Grantor Property caused by, through or under the Grantee shall be repaired and restored with due diligence at the sole cost and expense of the Grantee. Grantee shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien affecting the Grantor's Property arising from or relating to such work.

2.4 **Restoration of Easement Areas.** Upon the completion of any work, the Grantor Property shall be restored to the condition which existed prior to such work, except to the extent that the Grantor Property has been maintained or improved as a result of such work.

2.5 **Improvements on Easement Area.** Other than normal and customary maintenance to the existing parking lot in the Easement Area, Grantor shall not be permitted, or allow to be permitted by anyone, to construct any improvements whatsoever on, below, or above the Easement Area.

3. **Insurance.**

3.1 **Insurance.** Grantee shall maintain a policy of commercial general liability insurance at such times as Grantee performs any work on the Grantor Property pursuant to this Agreement. Such policy shall name the Indemnified Parties (hereinafter defined) as additional insureds and shall provide coverage with a combined bodily injury, death and property damage limit of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Grantee shall provide the owner of the Grantor Property with a certificate of insurance evidencing that the foregoing coverage is in force prior to commencing any work on the Grantor Property.

4. **Subordination of Liens.** Each of Grantor and Grantee hereby agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon its property shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, the Owner of the Parcel burdened thereby shall secure a subordination agreement from the holder thereof which shall be recorded in conjunction herewith.

5. **Dedication of Easements and/or Sewer Improvements.** Each of the parties hereto hereby consents to the dedication of any or all of the easements and Sewer Improvements created by this Agreement to the City of Raleigh or any other appropriate governmental entity, upon request of such entity or Grantee, and each hereby agrees to

take all reasonable steps that may be necessary to accomplish such dedication, including, if required, the execution of any consents or other authorizations related thereto

6. **Amendment.** Each Owner hereby agrees that only upon the written consent of all Grantee and Grantor or their respective successors and assigns, may this Agreement be amended or subject to the rights to amend its location as provided for in Section 1 herein, the Sewer Easement Area be relocated, changed, altered, diminished or expanded. Notwithstanding the foregoing or anything in this Agreement to the contrary, upon completion of the Sewer Improvements, Grantee may convey and assign all of its rights and obligations in this Agreement to an applicable homeowner's association established on Grantee's Property without Grantor's consent. Upon such assignment, Grantee shall have no further obligations to Grantor whatsoever relating in any way to this Agreement.

7. **Waiver.** Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by either party to exercise its rights accruing upon any noncompliance or failure of performance by the other party shall impair any such right or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements to be performed by the other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

8. **Severability.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

9. **Binding Effect; Dedication; Appurtenance.** This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Grantee Property and the Grantor Property, respectively, and shall run with title to, and be appurtenant to, such Parcels.

10. **Notices.** Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon personal delivery or upon being deposited with a professional overnight courier service or in the United States Mail by certified or registered mail, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to such party at

the address set forth under the signature of such party to this Agreement, however, an party may change its address for notices by giving notice to the other party in the manner provided in this Section.

11. **Covenants Run With the Land.** All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

GRANTOR:

WAKEFIELD MANOR, LLC, a North Carolina limited liability company (SEAL)

By: Wakefield Senior Housing, Inc., its Manager

By: Natalie Britt
Name: Natalie Britt
Title: Vice President

Address: 113 South Wilmington Street
Raleigh, North Carolina 27601

STATE OF NORTH CAROLINA

COUNTY OF WAKE

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

Natalie Britt, as Vice President of Wakefield Senior Housing, Inc., a North Carolina corporation, as Manager of Wakefield Manor, LLC, a North Carolina limited liability company.

DATE: 6 29, ²⁰²¹~~2019~~

Elizabeth Martin
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires February 2, 2025

Elizabeth Martin
Signature of Notary Public
Printed Name: Elizabeth Martin
My Commission expires: 2/2/2025

GRANTOR:

WAKEFIELD AFFORDABLE HOUSING, LLC, a North Carolina limited liability company (SEAL)

By: Common Oaks Affordable Housing, Inc., its Manager

By: *Natalie Britt*
Name: Natalie Britt
Title: Vice President

Address: 113 South Wilmington Street
Raleigh, North Carolina 27601

STATE OF NORTH CAROLINA

COUNTY OF WAKE

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

Natalie Britt, as Vice President of Common Oaks Affordable Housing, Inc., a North Carolina corporation, as Manager of Wakefield Affordable Housing, LLC, a North Carolina limited liability company.

DATE: 6 29, ~~2019~~ ²⁰²¹

Elizabeth Martin
Signature of Notary Public
Printed Name: Elizabeth Martin
My Commission expires: 2/2/2025

Elizabeth Martin
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires February 2, 2025

**GRANTEE: KB HOME RALEIGH-DURHAM
INC., a Delaware corporation**

Address: 4506 S. Miami Blvd. #100
Durham, NC 27703

By: *D. Schwartz*
Printed Name: DAVID SCHWARTZ
Title: Div. Pres.

STATE OF NORTH CAROLINA
COUNTY OF Durham

The foregoing instrument was acknowledged before me this 29 day of June, 2021, by David Schwartz, as Division President of KB HOME RALEIGH-DURHAM INC., a Delaware corporation, on behalf of the corporation. He either is personally known to me or [] has produced a _____ state driver's license as identification.

ERIN N POLLOCK
NOTARY PUBLIC
Johnston County
North Carolina
My Commission Expires June 17, 2024

Erin N Pollock
Notary Public, State of North Carolina
Printed Name: Erin N Pollock
My commission expires: June 17, 2024

CONSENT AND SUBORDINATION

(Providence Bank – Wakefield Manor, LLC)

The undersigned is a holder of a certain deed of trust dated November 17, 2009 and recorded in Book 13764, page 713, Wake County Registry (the "Deed of Trust") by virtue of the Loan Document Assignment and Transfer Instrument recorded in Book 14100, page 435, Wake County Registry. The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to the property described as the Grantor Property in the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached shall be subject and subordinate to said Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 2nd day of July, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid Grantor Property by virtue of the Deed of Trust. Except for such consent and subordination, no real or personal property encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.

Providence Bank, a North Carolina banking corporation

By: Ted E. Whitehurst
Name: Ted E. Whitehurst
Title: CEO

STATE OF NORTH CAROLINA
COUNTY OF Nash

I certify that the following person(s) personally appeared before me this day, and each acknowledging to me that he or she signed the foregoing document: Ted E. Whitehurst

CEO
Date: 7/2/19

Robin C. Connie
Notary Public
Printed Name Robin C. Connie
My commission expires: 4/20/2022

(Official Seal)



CONSENT AND SUBORDINATION

(Providence Bank – Wakefield Affordable Housing, LLC)

The undersigned is a holder of a certain deed of trust dated June 3, 2009 and recorded in Book 13567, page 4, Wake County Registry (the "Deed of Trust") by virtue of the Loan Document Assignment and Transfer Instrument recorded in Book 14100, page 433, Wake County Registry. The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to the property described as the Grantor Property in the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached shall be subject and subordinate to said Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 2nd day of July, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid Grantor Property by virtue of the Deed of Trust. Except for such consent and subordination, no real or personal property encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.

Providence Bank, a North Carolina banking corporation

By: *Ted E. Whitehurst*
Name: Ted E. Whitehurst
Title: CEO

STATE OF NORTH CAROLINA
COUNTY OF Nash

I certify that the following person(s) personally appeared before me this day, and each acknowledging to me that he or she signed the foregoing document: Ted E. Whitehurst

CEO
Date: 7/2/19

Robin C Connie
Notary Public
Printed Name Robin C. Connie
My commission expires: 4/20/2022

(Official Seal)



CONSENT AND SUBORDINATION(NCHFA – Wakefield Affordable Housing, LLC)

The undersigned is a holder of a certain deed of trust dated December 11, 2007 and recorded in Book 12870, page 44, Wake County Registry (the "Deed of Trust"). The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to the property described as the Grantor Property in the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached shall be subject and subordinate to said Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 24th day of JUNE, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid Grantor Property by virtue of the Deed of Trust. Except for such consent and subordination, no real or personal property encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.

North Carolina Housing Finance Agency, a public agency of the State of North Carolina

By: Chris Austin

Name: CHRIS AUSTIN

Title: DIRECTOR OF RENTAL INVESTMENT

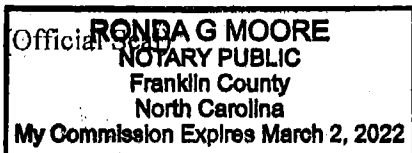
STATE OF NORTH CAROLINA

COUNTY OF Franklin

I certify that the following person(s) personally appeared before me this day, and each acknowledging to me that he or she signed the foregoing document: Chris Austin,
Director of Rental Investment

Date: 6/24/2019

R. G. Moore
Notary Public
Printed Name Ronda G. Moore
My commission expires: 3-2-2022



CONSENT AND SUBORDINATION

(NCHFA – Wakefield Manor, LLC)

The undersigned is a holder of a certain deed of trust dated November 17, 2009 and recorded in Book 13764, page 764, Wake County Registry (the "Deed of Trust"). The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to the property described as the Grantor Property in the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached shall be subject and subordinate to said Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 24th day of JUNE, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid Grantor Property by virtue of the Deed of Trust. Except for such consent and subordination, no real or personal property encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.

North Carolina Housing Finance Agency, a public agency of the State of North Carolina

By: Chris Austin

Name: CHRIS AUSTIN

Title: DIRECTOR OF RENTAL INVESTMENT

STATE OF NORTH CAROLINA

COUNTY OF Franklin

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

~~Consent~~ Chris Austin, Director of Rental Investment

Date: 6/24/2019

Ronda G Moore
Notary Public

Printed Name Ronda G Moore

My commission expires: 3-2-2022

RONDA G MOORE
NOTARY PUBLIC
(Off ~~Franklin~~ Franklin County
North Carolina
My Commission Expires March 2, 2022

CONSENT AND SUBORDINATION
(DHIC – Wakefield Manor, LLC)

The undersigned is a holder of a certain deed of trust dated November 17, 2009 and recorded in Book 13764, page 757, Wake County Registry (the "Deed of Trust"). The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to the property described as the Grantor Property in the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached shall be subject and subordinate to said Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 14th day of October, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid Grantor Property by virtue of the Deed of Trust. Except for such consent and subordination, no real or personal property encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.

DHIC, INC., a North Carolina non-profit corporation

By: Sharon Lorden
Name: Sharon Lorden
Title: CFO & VP of Finance

STATE OF NORTH CAROLINA
COUNTY OF Wake

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

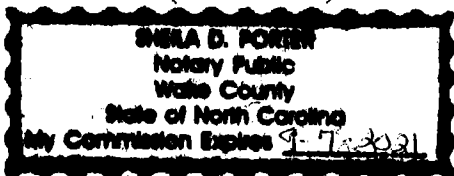
Sharon Lorden, as CFO & VP of Finance of DHIC, Inc., a North Carolina non-profit corporation, being authorized to do so, executed the foregoing instrument on behalf of said corporation in such capacity.

Date: 10-14-19

Sheila D. Porter
Notary Public

Printed Name Sheila D. Porter
My commission expires Sept 7, 2021

(Official Seal)



CONSENT AND SUBORDINATION
(DHIC – Wakefield Affordable Housing, LLC)

The undersigned is a holder of a certain deed of trust dated June 3, 2009 and recorded in Book 13567, page 78, Wake County Registry (the "Deed of Trust"). The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to the property described as the Grantor Property in the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached shall be subject and subordinate to said Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 14th day of October, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid Grantor Property by virtue of the Deed of Trust. Except for such consent and subordination, no real or personal property encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.

DHIC, INC., a North Carolina non-profit corporation

By: Sharon Lorden
Name: Sharon Lorden
Title: CFO + VP of Finance

STATE OF NORTH CAROLINA
COUNTY OF Wake

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

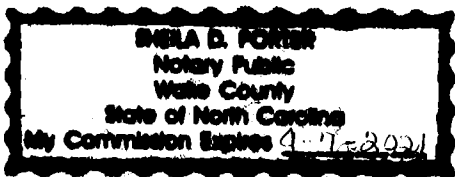
Sharon Lorden, as CFO + VP of Finance of DHIC, Inc., a North Carolina non-profit corporation, being authorized to do so, executed the foregoing instrument on behalf of said corporation in such capacity.

Date: 10-14-19

Sheila D. Porter
Notary Public

Printed Name Sheila D. Porter
My commission expires: Sept. 7, 2021

(Official Seal)



CONSENT AND SUBORDINATION

(Wake County - Wakefield Manor, LLC)

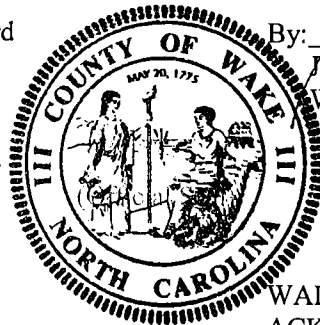
The undersigned is a holder of a certain deed of trust dated July 17, 2009 and recorded in Book 13629, page 336, Wake County Registry (the "Deed of Trust"). The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to that portion of Grantor's Property identified as the "Sewer Easement Area" as depicted in Exhibit C shall be subject and subordinate to this Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 16th day of September, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to that portion of Grantor's Property identified as the "Sewer Easement Area". Except for such portion of Grantor's Property encumbered by the Sanitary Sewer Easement, no other real or personal property of Grantor's encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.

Attested By:

Denise Hogan
Denise Hogan, Clerk to the Board

WAKE COUNTY, a body
Political and corporate

By: Jessica N. Homes
Jessica N. Homes, Chair
Wake County Board of Commissioners



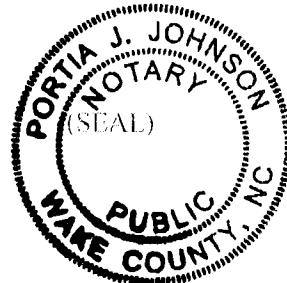
NORTH CAROLINA
COUNTY OF WAKE

WAKE COUNTY
ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the said County and State, do hereby certify that Denise Hogan personally appeared before me this day and acknowledged that she is the Clerk of the Wake County Board of Commissioners, and by authority duly given and as the act of said Board, the foregoing instrument was signed by its Chair of the Wake County Board of Commissioners, sealed with its corporate seal and attested by Denise Hogan as its Clerk.

Witness my hand and notarial seal this 16th day of September, 2019.

Portia J. Johnson
Notary Public
Portia J. Johnson
Notary printed or typed name



My Commission Expires: 9-5-2021

CONSENT AND SUBORDINATION

(Wake County - Wakefield Affordable Housing, LLC)

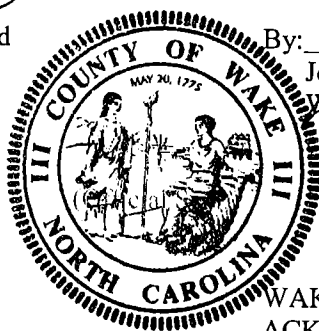
The undersigned is a holder of a certain deed of trust dated August 29, 2008 and recorded in Book 13231, page 105, Wake County Registry (the "Deed of Trust"). The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to that portion of Grantor's Property identified as the "Sewer Easement Area" as depicted in Exhibit C shall be subject and subordinate to this Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 16th day of September, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to that portion of Grantor's Property identified as the "Sewer Easement Area". Except for such portion of Grantor's Property encumbered by the Sanitary Sewer Easement, no other real or personal property of Grantor's encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.

Attested By:

Denise Hogan
Denise Hogan, Clerk to the Board

WAKE COUNTY, a body
Politically and corporate

By: Jessica N. Homes
Jessica N. Homes, Chair
Wake County Board of Commissioners



NORTH CAROLINA
COUNTY OF WAKE

WAKE COUNTY
ACKNOWLEDGEMENT

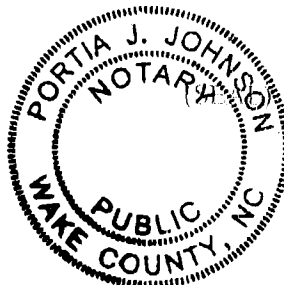
I, the undersigned, a Notary Public in and for the said County and State, do hereby certify that Denise Hogan personally appeared before me this day and acknowledged that she is the Clerk of the Wake County Board of Commissioners, and by authority duly given and as the act of said Board, the foregoing instrument was signed by its Chair of the Wake County Board of Commissioners, sealed with its corporate seal and attested by Denise Hogan as its Clerk.

Witness my hand and notarial seal this 16th day of September, 2019.

Portia J. Johnson
Notary Public

Portia J. Johnson
Notary printed or typed name

My Commission Expires: 9-5-2021



CONSENT AND SUBORDINATION

(City of Raleigh – Wakefield Manor, LLC)

The undersigned is a holder of a certain deed of trust dated July 31, 2009 and recorded in Book 13650, page 1061, Wake County Registry (the "Deed of Trust"). The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to the property described as the Grantor Property in the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached shall be subject and subordinate to said Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 17th day of October, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid Grantor Property by virtue of the Deed of Trust. Except for such consent and subordination, no real or personal property encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.



Gail G. Smith
Attest:
Name: Gail G. Smith
Title: City Clerk

CITY OF RALEIGH, NORTH CAROLINA, a municipal corporation chartered by the State of North Carolina

By: *Marchell Adams David*
Name: Marchell Adams David
Title: Asst. City Manager

ACKNOWLEDGMENT BY THE CITY OF RALEIGH

I, Deborah A. DaGrosa, a notary public, certify:
(Type or print name of Notary Public)

(1) Gail G. Smith personally appeared before me
(Type or print name of City Clerk or Deputy City Clerk who attested)
in Wake County, N. C. on this day; (2) I have personal knowledge of his/her identity; and (3) he/she acknowledged that by authority duly given and as the act of the City of Raleigh, the foregoing document was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or ~~Deputy City Clerk~~. *DD*

This the 17th day of October, 2019.

Deborah A. DaGrosa
Notary Public
My commission expires: 3/30/2020



CONSENT AND SUBORDINATION

(City of Raleigh – Wakefield Affordable Housing, LLC)

The undersigned is a holder of a certain deed of trust dated June 3, 2009 and recorded in Book 13567, page 36, Wake County Registry (the "Deed of Trust"). The undersigned does hereby consent to and approve of the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Deed of Trust in and to the property described as the Grantor Property in the Sanitary Sewer Easement Agreement to which this Consent and Subordination is attached shall be subject and subordinate to said Sanitary Sewer Easement Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 17th day of October, 2019. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid Grantor Property by virtue of the Deed of Trust. Except for such consent and subordination, no real or personal property encumbered by the Deed of Trust shall be affected hereby and all real or personal property encumbered by the Deed of Trust shall remain as security for the indebtedness described in the Deed of Trust.

CITY OF RALEIGH, NORTH CAROLINA, a municipal corporation chartered by the State of North Carolina

Attest:
Name: David Adams
Title: City Clerk

By: Marcell Adams David
Name: Marcell Adams David
Title: Asst. City Manager



ACKNOWLEDGMENT BY THE CITY OF RALEIGH

I, Deborah A. DaGrosa, a notary public, certify:
(Type or print name of Notary Public)

(1) Gail G. Smith personally appeared before me
(Type or print name of City Clerk or Deputy City Clerk who attested)
in Wake County, N. C. on this day; (2) I have personal knowledge of his/her identity; and (3) he/she acknowledged that by authority duly given and as the act of the City of Raleigh, the foregoing document was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk. David

This the 17 day of October, 2019.

Deborah A. DaGrosa
Notary Public
My commission expires: 3/30/2020



EXHIBIT "A-1"

MANOR PROPERTY

Legal Description

All that certain lot or parcel of land situated in Wake Forest Township, Wake County, North Carolina and more particularly described as follows:

THOSE certain premises comprising a portion of Wakefield Hills Condominium, said Condominium having been established under Chapter 47-C of the North Carolina General Statutes (North Carolina Condominium Act) and the Declaration of Condominium dated March 28, 2007 and recorded March 28, 2007, in Book 12466, Page 800, in the Office of the Register of Deeds of Wake County, North Carolina (the "Declaration"), the premises hereby conveyed being more particularly described as follows:

1. Unit Nos. 9 and 10 of Wakefield Hills Condominium (the "Units"), as described in the Declaration and as shown on the Plan of Condominium which is recorded in Condominium Map Book 2007, Page 430, Sheet A1, Wake County Registry;

2. The Units' Allocated Interest in all Common Elements of the Condominium, including the buildings and the improvements on the land described in the Declaration and shown on the Plan of Condominium referenced above.

EXHIBIT "A-2"

APARTMENTS PROPERTY

Legal Description

All that certain lot or parcel of land situated in Wake Forest Township, Wake County, North Carolina and more particularly described as follows:

THOSE certain premises comprising a portion of Wakefield Hills Condominium, said Condominium having been established under Chapter 47-C of the North Carolina General Statutes (North Carolina Condominium Act) and the Declaration of Condominium dated March 28, 2007 and recorded March 28, 2007, in Book 12466, Page 800, in the Office of the Register of Deeds of Wake County, North Carolina (the "Declaration"), the premises hereby conveyed being more particularly described as follows:

1. Unit Nos. 1, 2, 3, 4, 5, 6, 7 and 8 of Wakefield Hills Condominium (the "Units"), as described in the Declaration and as shown on the Plan of Condominium which is recorded in Condominium Map Book 2007, Page 430, Sheet A1, Wake County Registry;

2. The Units' Allocated Interest in all Common Elements of the Condominium, including the buildings and the improvements on the land described in the Declaration and shown on the Plan of Condominium referenced above.

EXHIBIT "B"**GRANTEE PROPERTY****TRACT ONE:**

All that certain parcel of land, situated, lying and being in Wake Forest Township, Wake County, State of North Carolina, and more particularly described as follows:

Beginning at an existing axle having North Carolina Grid Coordinates (NAD83/NSRS2011) of North 797,688.78 feet, and East 2,135,789.87 feet, with such existing axle being located in the western boundary of the variable width public right-of-way known as Ponderosa Service Road (Old U.S. Highway 1) and in the southern line of a tract of land as conveyed to Robert Moore by that deed recorded in Book 10620 Page 796, Wake County Public Registry, and the POINT AND PLACE OF BEGINNING of the herein described tract of land; thence running with the western boundary of the right-of-way of Ponderosa Service Road South 21° 38' 30" West 151.10 feet to an ½" existing iron pipe in the northern line of a tract of land as conveyed to Thomas B. Yancey and Sharon Diane A. Yancey by that deed recorded in Book 8609 Page 2070, Wake County Registry; thence running with the northern line of the Yancey property North 88° 32' 48" West 3268.00 feet to an ½" existing iron pipe in the northern line of the Yancey property and in the centerline of the creek known as Richland Creek; thence running with the centerline of Richland Creek North 02° 01' 11" West 59.35 feet to a point; thence continuing with the centerline of Richland Creek North 13° 01' 56" East 27.92 feet to a point in the southern line of a tract of land containing the condominium common elements created by and described in that Declaration of Condominium for Wakefield Hills Condominium of record in Book 12466 Page 800, Wake County Registry, and shown on the plat of survey of record in Book of Maps 2000 Page 1169, Wake County Registry; thence running with the southern line of the Wakefield Hills Condominium property South 89° 52' 53" East 50.00 feet to a ¾" iron pin set; thence continuing with the southern line of the Wakefield Hills Condominium property South 89° 52' 53" East 880.98 feet to an ½" existing iron pipe; thence continuing with the southern line of the Wakefield Hills Condominium property South 89° 53' 41" East 242.40 feet to an ½" existing iron pipe; thence continuing with the southern line of the Wakefield Hills Condominium property South 89° 40' 30" East 869.85 feet to an ½" existing iron pipe; thence running with the southern line of a tract of land as conveyed to JP at Common Oaks, LLC by that deed recorded in Book 16173 Page 374, Wake County Public Registry, South 89° 38' 32" East 488.38 feet to an ½" existing iron pipe; thence running with the southern line of a tract of land as conveyed to Sylvia A. Moore and Robert Anderson Moore by that deed recorded in Book 6466 Page 411, Wake County Registry, South 88° 43' 12" East 564.82 feet to a ¾" iron pin set located in the western line of a tract of land as conveyed to Robert Moore by that deed recorded in Book 10620 Page 796, Wake County Registry; thence running with the Robert Moore property South 12° 03' 21" West 10.85 feet to an ½" existing iron pipe located in the southwestern corner of the Robert Moore property; thence running with the southern line of the Robert Moore property North 89° 03' 21" East 274.50 feet to an existing axle located in the western boundary of the variable width public right-of-way known as Ponderosa Service Road (Old U.S. Highway 1) and being the POINT AND PLACE OF BEGINNING, containing a total of approximately 396,070 square feet/9.09 acres, all as shown on the ALTA/NSPS Land Title Survey prepared by Steven P. Carson, PLS, and dated 10/28/2019.

TRACT TWO:

All that certain parcel of land, situated, lying and being in Wake Forest Township, Wake County, State of North Carolina, and more particularly described as follows:

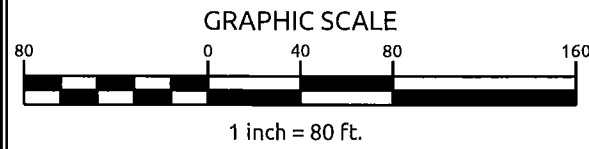
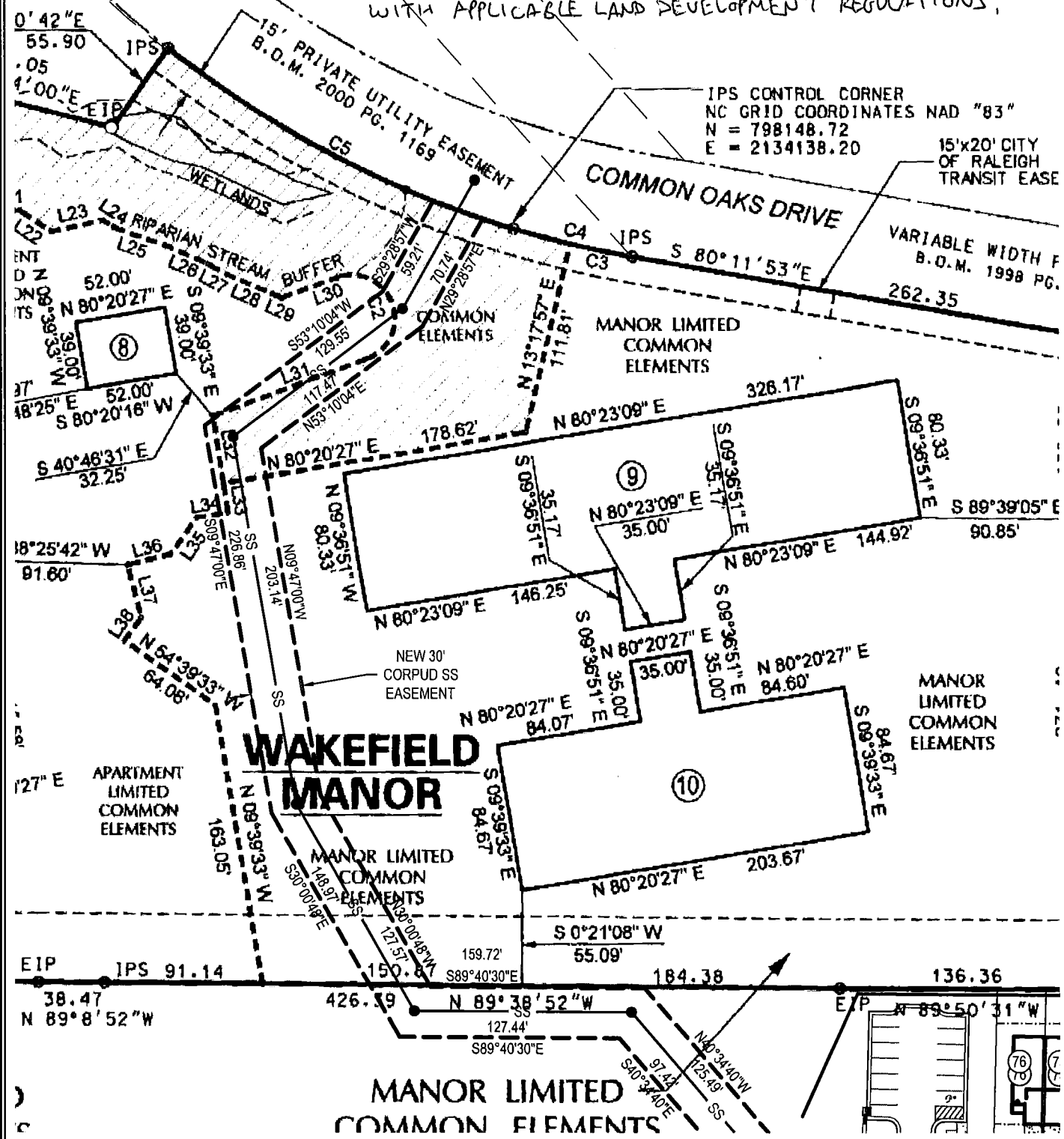
Beginning at an existing axle having North Carolina Grid Coordinates (NAD83/NSRS2011) of North 797,688.78 feet, and East 2,135,789.87 feet, with such existing axle being located in the western boundary of the variable width public right-of-way known as Ponderosa Service Road (Old U.S. Highway 1) and in the southern line of a tract of land as conveyed to Robert Moore by that deed recorded in Book 10620 Page 796, Wake County Public Registry; thence running with the western boundary of the right-of-way of Ponderosa Service Road South 21° 38' 30" West 151.10 feet to an ½" existing iron pipe in the northern line of a tract of land as conveyed to Thomas B. Yancey and Sharon Diane A. Yancey by that deed recorded in Book 8609 Page 2070, Wake County Registry, and the POINT AND PLACE OF BEGINNING of the herein described tract of land; thence running with the western boundary of the right-of-way of Ponderosa Service Road South 21° 26' 04" West 151.13 feet to a ¾" existing iron pipe in the northern line of a tract of land as conveyed to Ponderosa Mobile Home Park Inc. by that deed recorded in Book 8658 Page 36, Wake County Registry; thence running with the northern line of the Ponderosa Mobile Home Park Inc. property North 87° 29' 42" West 836.19 feet to an ½" existing iron pipe in the northern line of the Ponderosa Mobile Home Park Inc. property; thence continuing with the northern line of the Ponderosa Mobile Home Park Inc. property North 87° 24' 46" West 2,388.66 feet to a computed point in the northern line of the Ponderosa Mobile Home Park Inc. property and in the centerline of the creek known as Richlands Creek; thence running with the centerline of Richlands Creek North 17° 55' 35" East 39.74 feet to a point; thence continuing with the centerline of Richlands Creek North 03° 12' 58" West 41.45 feet to a point in the southern line of a tract of land conveyed to Ponderosa 10813, LLC by that deed recorded in Book 13194 Page 1801, Wake County Registry; thence running with the southern line of the Ponderosa 10813, LLC property South 88° 32' 48" East 3,268.00 feet to an ½" existing iron pipe located in the western boundary of the variable width public right-of-way known as Ponderosa Service Road (Old U.S. Highway 1) and being the POINT AND PLACE OF BEGINNING, containing a total of approximately 361,502 square feet/8.30 acres, all as shown on the ALTA/NSPS Land Title Survey prepared by Steven P. Carson, PLS, and dated 10/28/2019

EXHIBIT "C"

SKETCH PLAN DEPICTING SEWER EASEMENT AREA

SEE ATTACHED

THIS MAP IS BEING USED FOR ILLUSTRATIVE PURPOSES ONLY. THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH APPLICABLE LAND DEVELOPMENT REGULATIONS.



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