



BOOK 460 PAGE 669

Excise Tax <sup>9.00</sup> Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

Mail after recording to JEM

This instrument was prepared by GUNN & MESSICK, Attorneys, Pittsboro, N. C. 27312  
Brief description for the Index

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 12th day of January, 19 83, by and between

GRANTOR

GRANTEE

FRED D. CRISP and wife,  
MYRTLE CRISP

COUNTY OF CHATHAM

Enter in appropriate block for each party; name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of \_\_\_\_\_ Baldwin \_\_\_\_\_ Township,

Chatham County, North Carolina and more particularly described as follows:

BEGINNING at an iron stake in the western right of way line of U.S. Highway 15-501, said stake being located South 87 degrees 50 minutes 44 seconds West 144.94 feet from an iron stake, Ruby Hutchins' southeast corner in A.E. Cole Heirs' line, a control corner; and running thence from said BEGINNING point along the western right of way line of U.S. Highway 15-501 the following courses and distances: South 24 degrees 14 minutes 24 seconds West 100 feet; South 30 degrees 05 minutes 16 seconds West 100 feet; South 35 degrees 48 minutes 04 seconds West 100 feet; South 40 degrees 41 minutes 24 seconds West 45 feet to an iron stake, a new corner of Crisp; thence along a new line of Crisp North 71 degrees 17 minutes 42 seconds West 360.08 feet to an iron stake; thence another new line of Crisp North 19 degrees 40 minutes 33 seconds East 170 feet to an iron stake in the line of Carolina Power & Light Company (formerly Ruby D. Hutchins); thence along the line of Carolina Power & Light Company North 87 degrees 50 minutes 44 seconds East 463.00 feet to the point or place of BEGINNING, containing 2.2 acres more or less according to a plat prepared by Alley, Williams, Carmen & King, Inc. dated \_\_\_\_\_, and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Chatham County Registry, reference to which is hereby made for a more particular description.

BOOK 460 PAGE 670

The property hereinabove described was acquired by Grantor by instrument recorded in .....

A map showing the above described property is recorded in Plat Book ..... page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in his corporate name by his duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

..... (Corporate Name) ..... (SEAL)

By: ..... (SEAL)

..... President

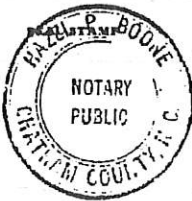
ATTEST: ..... (SEAL)

..... Secretary (Corporate Seal) ..... (SEAL)

USE BLACK INK ONLY

*Fred D. Crisp*  
FRED D. CRISP

*Myrtle Crisp*  
MYRTLE CRISP



NORTH CAROLINA, Chatham County.

I, a Notary Public of the County and State aforesaid, certify that Fred D. Crisp and wife, Myrtle Crisp Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20 day of January, 1982.

My commission expires: 9/24/82 Hazel P. Boone Notary Public

SEAL-STAMP

NORTH CAROLINA, Chatham County.

I, a Notary Public of the County and State aforesaid, certify that ..... he is ..... Secretary of ..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by ..... As its Secretary. Witness my hand and official stamp or seal, this ..... day of ..... 19.....

My commission expires: ..... Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Hazel P. Boone, Notary Public

is (are) certified to be correct. This instrument was presented for registration at 1:55 o'clock P.M., on June 3 19 83 and recorded in Book 460, Page 669.

FLEET BARBER REDDISH  
Register of Deeds  
www.n.c. notary.org

By: *Ronald Thomas*  
.....  
...../Deputy

FILED	Jun 22, 2021
AT	12:17:27 PM
BOOK	02224
START PAGE	0615
END PAGE	0619
INSTRUMENT #	09786
EXCISE TAX	\$0.00

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 15<sup>th</sup> day of February, 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*  
Tanya Matzen, Vice President

STATE OF NORTH CAROLINA

COUNTY OF Wake

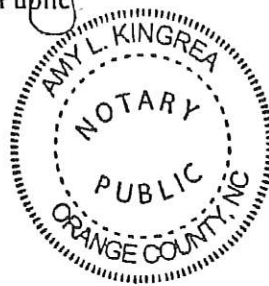
I, Amy L. Kingrea, a Notary Public of Orange County and State aforesaid do hereby certify that Mike Scisciani, Vice President for NNP BRIAR CHAPEL, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf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

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

*Amy L. Kingrea*  
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: [Signature]

Name: Mike Dasher

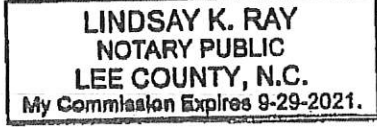
Title: Chair, Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF Chatham

I, Lindsay K. Ray, a Notary Public in and for Lee County, North Carolina, certify that Mike Dasher personally came before me this day and acknowledged that s/he is Chair 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 Chair.

Witness my hand and official seal this 5 day of February, 2021.



Lindsay K. Ray  
Notary Public

My Commission Expires: 09-29, 2021

SEAL-STAMP