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Instrument Number: 2016022337  
DEED

Prepared by and return to: Nicole S. Loeffler of Manning, Fulton & Skinner, P.A.  
P.O. Box 20389, Raleigh, NC 27619  
No taxable consideration.

**DEED OF EASEMENT FOR SANITARY SEWER PURPOSES**

**AND RIGHT TO DEDICATE**

**THIS DEED OF EASEMENT FOR SANITARY SEWER PURPOSES AND RIGHT TO DEDICATE ("Agreement")**, made and executed this 7 day of July, 2016, by **THE MONTESSORI SCHOOL OF RALEIGH, INC.**, a North Carolina non-profit corporation ("**Grantor**"), to **EPCON ANDREWS CHAPEL, LLC**, a North Carolina limited liability company ("**Epcon**") and the **CITY OF DURHAM**, a municipal corporation of the State of North Carolina ("**City**") (Epcon and City are collectively referred to as "**Grantee**");

**WITNESSETH:**

WHEREAS, the Grantor is the owner of those certain tracts or parcels of land located in or near the City of Durham, in Durham County, North Carolina, and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor's Property**");

WHEREAS, Epcon is the owner of or is under contract to purchase those certain tracts or parcels of land located in or near the City of Durham, in Durham County, North Carolina, and more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "**Epcon's Property**") for which Epcon has immediate development plans;

WHEREAS, in order to facilitate the development of Epcon's Property, Epcon is constructing and installing a sanitary sewer pipeline and all related equipment and appurtenances;

WHEREAS, Epcon has requested, and Grantor has agreed to grant, according to the terms set forth below, the easements hereinafter described under, over and through a portion of Grantor's Property so that Epcon can install and maintain the Sewer Pipeline (as defined below) within Grantor's Property until its eventual connection to Epcon's Property.

NOW, THEREFORE, for valuable consideration paid to the Grantor, receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its successors and

Submitted electronically by "Manning Fulton & Skinner, P.A."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Durham County Register of Deeds.

assigns, the easement enumerated and described generally hereinbelow, over, and across Grantor's Property, as follows:

**PERMANENT SANITARY SEWER EASEMENT:**

A non-exclusive, permanent easement, to construct, install, improve, remove, replace, inspect, repair, maintain and use a system of pipelines or mains for sanitary sewer purposes, together with all the appurtenant facilities and equipment necessary or convenient thereto ("**Sewer Pipeline**"), including the temporary stockpiling of materials, the movements and temporary storage of vehicles and equipment, construction staging, and similar temporary construction purposes (the "**Sanitary Sewer Easement**") over, across and through that portion of the Grantor's Property as is described on **Exhibit C** attached hereto and incorporated herein, and depicted as "Sanitary Sewer Easement Area" on **Exhibit F** attached hereto and incorporated herein (the "**Sanitary Sewer Easement Area**").

**THE SANITARY SEWER EASEMENT** enumerated and conveyed herein, shall, while in effect, run with the land and be binding upon the successors and assigns of the Grantor, subject to the terms and conditions set forth herein.

**THE FURTHER TERMS AND CONDITIONS** of the easements herein conveyed are as follows:

1. Grantor also hereby grants to Epcon the right to dedicate the Sanitary Sewer Easement and the Sewer Pipeline to the City or other applicable governmental authority upon completion of the improvements. Upon Epcon's recording of an easement dedication plat (or plats) in the Durham Registry on which the Sanitary Sewer Easement Area is shown and dedicated (the "**Plat**"), the Sewer Pipeline shall automatically be dedicated to the City (or other appropriate governmental authority to which the sanitary sewer system serving Epcon's Property is being dedicated). Upon the request of Epcon, Grantor shall sign the Plat or execute such other plats, documents or deeds as may be reasonably required to make an effective dedication of the Sanitary Sewer Easement and the Sewer Pipeline as required herein.

2. Nothing herein shall prevent or prohibit Grantor, or its successors and assigns, to construct parking lots, driveways, or other improvements, nor from planting trees, vegetation or other landscaping, over and across any portion of the areas affected by the Sanitary Sewer Easement; provided, however, all such construction shall be consistent with the City Declaration (defined below) and Grantor shall not construct any buildings or structures over any such portions within the Sanitary Sewer Easement Area. Epcon hereby represents that Epcon has consulted with the City of Durham regarding the construction of the Sewer Pipeline and that the City of Durham has indicated that, due to the depth of the Sewer Pipeline, it would not require ductile iron pipe be used in order to allow Grantor to construct a driveway or other access road across the Sanitary Sewer Easement Area in the future.

3. Except as may be reasonably necessary in connection with the exercise of rights pursuant to the Sanitary Sewer Easement, nothing herein shall be construed to grant to the

Grantee any right of access through or over any other property of the Grantor except for the Sanitary Sewer Easement Area.

4. The Grantor shall retain fee simple ownership of the property through and over which the foregoing easements pass; provided, no use may be made of the property which interferes with the full, reasonable use of the Sanitary Sewer Easement for sewer purposes.

5. During the construction of the Sewer Pipeline, Epcon will, at no expense to Grantor, install a sewer service line on the Grantor's Property in approximately the center of the area described on **Exhibit D** attached hereto and incorporated herein, and depicted as "Temporary Construction Easement Area" on **Exhibit F** attached hereto and incorporated herein, which is intended to result in a sewer line that is within fifty (50) feet of the building located on Grantor's Property.

6. Epcon will, at no expense to Grantor, install a water tap onto the Grantor's Property in approximately the center of the area described on **Exhibit E** attached hereto and incorporated herein, and depicted as "Water Easement Area" on **Exhibit F** attached hereto and incorporated herein.

7. After constructing the Sewer Pipeline, sewer service line and water tap, Epcon, or its assigns, shall re-grade, mulch, and re-seed or otherwise restore all disturbed areas within the Sanitary Sewer Easement Area, the Temporary Construction Easement Area, and the Water Easement Area to a substantially similar condition to that existing immediately prior to the construction and otherwise as provided in the City Declaration referenced below; provided that in no event shall Epcon be required to re-plant any trees or other vegetation.

8. Epcon will coordinate with the Grantor to provide a construction schedule that does not interfere with normal school activities or operations of the Montessori School of Raleigh, Inc.

9. Grantor and Grantee shall defend (in the event of litigation), indemnify and save the other and their respective successors in interest, grantees, assignees, tenants, licensee, invitees, and agents harmless from any and all claims for injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by such party's use of the Sanitary Sewer Easement except to the extent that such damage or injury shall have been due to the negligence or intentional act of the party seeking indemnification or its respective successors, devisees, assignees, agents, tenants, licensees or invitees.

10. Epcon is authorized to remove from the Sanitary Sewer Easement Area, the Temporary Construction Area, and the Water Easement Area trees, vegetation, and other obstructions reasonably necessary to maintain, repair or protect the Sewer Pipeline and install the sewer service line and water tap; provided that Epcon will use reasonable care to limit the removal of trees, vegetation, and other obstructions and to otherwise preserve the existing

condition of the Grantor's Property. Grantor will, however, be allowed to plant such landscaping within the Sanitary Sewer Easement Area, provided that it is permitted pursuant to the City Declaration (as defined below) and all risk of damage to such landscaping caused by the maintenance and repair of the Sewer Pipeline shall be with Grantor.

11. The Sanitary Sewer Easement granted in this Agreement and the Grantor's use of the Sanitary Sewer Easement Area are subject to the terms of the "Declaration of Rights and Privileges of the City of Durham in Certain Sanitary Sewer Easements" recorded in Book 1510, Page 958, of the Durham Registry (the "**City Declaration**"). No activities, structures, improvements, landscaping, or other material shall be placed within the Sanitary Sewer Easement Area by Grantor, except in accordance with the terms of the City Declaration.

12. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

13. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

14. The obligations of Grantor and the obligations of Grantee under this Agreement shall be limited to those obligations accruing during the time of ownership by each owner of its respective parcel of land benefited and burdened hereby, and upon conveyance(s) of either such parcel of land by the respective owner thereof, such conveying owner's obligations under this Agreement with respect to the parcel of land so conveyed shall cease and terminate on and after the date of such conveyance(s), except for liabilities and obligations which had accrued prior to such date. Liabilities which accrue on or after the date of any such conveyance shall be the liabilities of the successor and/or assign of the conveying owner.

**THE FOREGOING EASEMENT** shall be binding upon the heirs, successors and assigns of the Grantor and shall inure to the benefit of Epcon's Property and all successors owners, tenants, mortgagees, and assigns of Epcon's Property.

AND the Grantor, for itself, and its successors and assigns, hereby warrants and covenants that it is the owner of the Grantor's Property; that it has the right to grant these easements; that the same are free from encumbrances except as may be hereinafter stated; and that it will warrant and defend title to the same against the claims of all persons whomsoever. Title to the easement herein granted shall be subject to ad valorem taxes for the year 2016 and subsequent years and pending assessments not yet due or payable and enforceable easements, restrictions, covenants, rights of way and other matters of record.

[remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed the day and year first above written.

GRANTOR:

**THE MONTESSORI SCHOOL OF RALEIGH, INC.**, a North Carolina non-profit corporation

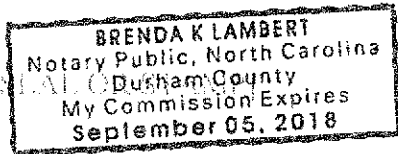
By: Joe Lee  
Name: JOE LEE  
Title: PRESIDENT, BOARD of TRUSTEES

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Brenda K. Lambert, a Notary Public of the County and State aforesaid certify that the following person(s), either being known to me or proven by satisfactory evidence, personally appeared before me this day and voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Joe Lee

DATE: 7-5-2016



[Signature]  
Official Signature of Notary Public

Brenda K. Lambert  
Printed Name of Notary Public

My Commission Expires: 9-5-2018

IN WITNESS WHEREOF, Epcon has caused this instrument to be duly executed the day and year first above written.

EPCON:

EPCON ANDREWS CHAPEL LLC, a North Carolina limited liability company

By: *Joel D Rhoades*

Name: Joel D. Rhoades

Title: Vice President

STATE OF Ohio

COUNTY OF Franklin

I, Debra A. Wang, a Notary Public of the County and State aforesaid certify that the following person(s), either being known to me or proven by satisfactory evidence, personally appeared before me this day and voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated: Joel D. Rhoades, Vice President of Epcon Andrews Chapel, LLC.

DATE:



DEBRA A WANG  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
April 07, 2020

*Debra A Wang*  
Official Signature of Notary Public

Debra A Wang  
Printed Name of Notary Public

My Commission Expires: April 7, 2020

EXHIBIT A

GRANTOR'S PROPERTY

PARCEL 1:

BEGINNING AT AN EXISTING AXLE IN THE NORTHWEST RIGHT OF WAY OF ANDREWS CHAPEL ROAD, SAID AXLE BEING 1,072' SOUTHWEST OF THE CENTERLINE INTERSECTION OF ANDREWS CHAPEL ROAD AND LEESVILLE ROAD; RUNNING THENCE SOUTHWEST WITH SAID RIGHT OF WAY SOUTH 51 DEG 45' 00" W A DISTANCE OF 111.65 FEET TO A POINT; THENCE CONTINUING ALONG AND WITH SAID RIGHT OF WAY S 52 DEG 32' 19" W A DISTANCE OF 507.72 FEET TO AN EXISTING IRON PIPE, THE SOUTHEAST CORNER OF MONTESSORI SCHOOL OF RALEIGH PROPERTY; THENCE WITH THE EAST LINE OF THE MONTESSORI SCHOOL OF RALEIGH PROPERTY N 07 DEG 33' 21" W A DISTANCE OF 545.04 FEET TO AN EXISTING IRON PIPE IN THE EAST LINE OF THE MONTESSORI SCHOOL OF RALEIGH PROPERTY, THE SOUTHWEST CORNER OF JOHN K. COLCLOUGH AND WIFE SANDRA J. COLCLOUGH PROPERTY; THENCE WITH THE SOUTH LINE OF JOHN K. COLCLOUGH AND WIFE SANDRA J. COLCLOUGH AND NOEL M. RODRIGUES AND WIFE CARMEN V. RODRIGUES S 84 DEG 22' 47" E A DISTANCE OF 571.49 FEET TO AN EXISTING IRON PIPE, THE SOUTHWEST CORNER OF NORA M. IZAGUIRRE; THENCE S 3 DEG 25' 54" W A DISTANCE OF 106.60 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 4.062 ACRES AS SHOWN ON PLAT OF SURVEY OF JOHN Y. PHELPS, PLS, DATED 5/22/2010, AND BEING ALL OF LOT 1 OF PLAT ENTITLED PROPERTY OF RICKY EDWARD CHANDLER AND WIFE CECILLE T. CHANDLER AS RECORDED IN PLAT BOOK 94 PAGE 187 DURHAM COUNTY REGISTER OF DEEDS.

PARCEL 2:

BEING ALL OF THE 35.752 ACRE TRACT ACCORDING TO PLAT ENTITLED "FINAL PLAT - PROPERTY OF MONTESSORI SCHOOL OF RALEIGH, INC., GREENWAY DEDICATION, ESTABLISH STREAM AND 10' BUILDING SETBACK, CARR TOWNSHIP, DURHAM COUNTY, NORTH CAROLINA," RECORDED IN PLAT BOOK 189, PAGE 266, DURHAM COUNTY REGISTRY.

**EXHIBIT B**

## EPCON'S PROPERTY

TRACT ONE:

BEGINNING at an existing iron pipe in the westerly right of way of Andrews Chapel Road (NCSR 1907 – 60' Public right of way per deed book 374, page 403), said point having NC NAD 83 (2011) State Plane Coordinates N=794,259.73' and E=2,066,775.29', thence with the line of Stallings N 75° 46' 15" W for a distance of 525.01 feet to an existing iron pipe; thence continuing with Stallings N 14° 11' 20" E for a distance of 298.42 feet to a point; thence with the line of Colclough S 71° 37' 24" E for a distance of 486.61 feet to an iron pipe set; thence with the line of Andrews Chapel United Methodist Church S 36° 51' 48" W for a distance of 173.26 feet to an existing iron pipe; thence continuing with the line of Andrews Chapel United Methodist Church S 50° 48' 26" E for a distance of 119.41 feet to an existing iron rod; thence with the westerly right of way of Andrews Chapel Road S 16° 04' 06" W a distance of 52.94 feet to an existing iron pipe, said point being the point and place of BEGINNING, containing 3.041 acres, more or less, according to survey prepared by W. Robert Murphy, PLS L-4677, to which reference is made for a more perfect and complete description.

TRACT TWO:

BEGINNING at an existing iron pipe in the southerly right of way Leesville Road (NCSR 1906), said point having NC NAD 83 State Plane Coordinates N=795,748.04 and E=2,065,696.42', thence with the line of Lance S 32° 49' 11" W for a distance of 304.20 feet to an existing iron pipe; thence continuing with Lance S 01° 05' 55" W for a distance of 356.56 feet to an existing iron pipe; thence continuing with Lance N 86° 25' 22" E for a distance of 398.75 feet to an existing iron pipe; thence continuing with Lance N 01° 07' 03" E for a distance of 400.04 feet to an existing iron pipe; thence with the southerly right of way of Leesville Road S 49° 14' 55" E for a distance of 36.78 feet to an iron pipe set; thence with the line Brinson S 00° 55' 53" W for a distance of 479.70 feet to an existing iron rod; thence with the line Colclough S 20° 51' 28" W for a distance of 237.27 feet to an iron pipe set; thence with the line of Stallings S 20° 51' 28" W for a distance of 57.47 feet to an existing axle; thence with the line of Montessori School of Raleigh Inc. N 88° 37' 52" W for a distance of 804.51 feet to an existing nail; thence continuing with Montessori School of Raleigh N 89° 16' 36" W for a distance of 114.74 feet to an existing iron rod; thence with the line of Del Webb Carolina Arbors N 88° 45' 04" W for a distance of 194.34 feet to a point; thence continuing with Del Webb Carolina Arbors N 11° 26' 57" E for a distance of 301.96 feet to an existing iron rod; thence with the line of Gandhi S 87° 57' 14" E for a distance of 427.05 feet to an existing iron pipe; thence continuing with Gandhi N 01° 25' 42" W for a distance of 886.35 feet to a mathematical point in the southerly right of way of Leesville Road (said mathematical point being located S 01° 25' 42" W for a distance of 2.71 feet from an existing iron pipe); thence with the southerly right of way of Leesville Road S 71° 43' 41" E for a distance of 265.37 feet to an iron pipe set; thence continuing with the southerly right of way of Leesville Road along a curve turning to the right through 12° 40' 58", having a radius of 1292.03 feet, and whose long chord bears S 60° 08' 16" E for a distance of 285.41 feet

to an existing iron pipe, said point being the point and place of BEGINNING, containing 15.441 acres, more or less, as shown on survey prepared by W. Robert Murphy, PLS entitled "ALTA/NSPS Land Title Survey prepared for Epcon Communities" dated June 2016.

TRACT THREE:

BEGINNING at an iron pipe set in the westerly right of way of Andrews Chapel Road (NCSR 1907), said point having NC NAD 83 State Plane Coordinates  $N=794,114.23'$  and  $E=2,066,720.92'$ , thence with the westerly right of way of Andrews Chapel Road along a curve turning to the right through an angle of  $08^{\circ} 33' 20''$ , having a radius of 834.71 feet, and whose long chord bears  $S 29^{\circ} 46' 11'' W$  for a distance of 124.53 feet to an iron pipe set; thence continuing along a curve turning to the right through an angle of  $03^{\circ} 09' 21''$ , having a radius of 834.71 feet, and whose long chord bears  $S 35^{\circ} 37' 31'' W$  for a distance of 45.97 feet to a point, thence with the line of Izaguirre  $N 83^{\circ} 15' 34'' W$  for a distance of 337.29 feet to an existing iron pipe; thence continuing with Izaguirre  $S 20^{\circ} 20' 56'' W$  for a distance of 137.47 feet to an existing iron pipe; thence  $N 73^{\circ} 31' 47'' W$  for 63.22 feet to an existing iron pipe; thence with the line of Montessori School of Raleigh, Inc.  $N 89^{\circ} 01' 00'' W$  for a distance of 103.98 feet to an existing iron pipe; thence with the line of Colclough  $N 01^{\circ} 17' 41'' W$  for a distance of 445.18 feet to an existing iron pipe; thence continuing with Colclough  $S 75^{\circ} 47' 56'' E$  for a distance of 633.20 feet to an existing iron pipe; thence continuing with Colclough  $S 22^{\circ} 52' 26'' W$  for a distance of 60.08 feet to an existing iron pipe; thence continuing with Colclough  $S 70^{\circ} 48' 49'' E$  a distance of 58.78 feet to an iron pipe set, said point being the point and place of BEGINNING, containing 4.27 acres, more or less, as shown on survey prepared by W. Robert Murphy, PLS entitled "ALTA/NSPS Land Title Survey prepared for Epcon Communities" dated June 2016.

TRACT FOUR:

BEGINNING at an existing iron pipe in the westerly right of way of Andrews Chapel Road (NCSR 1907), said point having NC NAD 83 State Plane Coordinates  $N=794,259.73'$  and  $E=2,066,775.29'$ , thence with the westerly right of way of Andrews Chapel Road  $S 17^{\circ} 34' 43'' W$  for a distance of 29.92 feet to an existing iron pipe; thence with the line of Colclough  $N 75^{\circ} 47' 05'' W$  for a distance of 795.14 feet to an existing iron pipe; thence continuing with the line of Colclough  $N 75^{\circ} 47' 10'' W$  for a distance of 139.76 feet to a mathematical point; thence continuing with the line of Colclough  $N 75^{\circ} 47' 10'' W$  for a distance of 4.71 feet to an existing iron pipe; thence with the line of Montessori School of Raleigh, Inc.  $N 01^{\circ} 45' 28'' W$  for a distance of 319.89 feet to an existing axle; thence with the line of Nichols  $N 20^{\circ} 51' 28'' E$  for a distance of 57.47 feet to an iron pipe set; thence with the line of Colclough  $S 71^{\circ} 37' 24'' E$  for a distance of 498.91 feet to an iron pipe set; thence with the line of Epcon Andrews Chapel LLC  $S 14^{\circ} 11' 20'' W$  for a distance of 298.42 feet to an existing iron pipe; thence continuing with Epcon Andrews Chapel LLC  $S 75^{\circ} 46' 15'' E$  a distance of 525.01 feet to an existing iron pipe, said point being the point and place of BEGINNING, containing 4.043 acres, more or less, as shown on survey prepared by W.

Robert Murphy, PLS entitled "ALTA/NSPS Land Title Survey prepared for Epcon Communities" dated June 2016

TRACT FIVE:

BEGINNING at an existing iron rod in the southerly right of way of Leesville Road (NCSR 1906), said point having NC NAD 83 State Plane Coordinates N=796,099.66' and E=2,064,835.06', thence with the southerly right of way of Leesville Road S 70° 45' 31" E for a distance of 383.27 feet to a mathematical point; thence with the line of Nichols S 01° 25' 42" E for a distance of 886.35 feet to an existing iron pipe; thence continuing with Nichols N 87° 57' 14" W for a distance of 427.05 feet to an existing iron rod; thence with the line of Del Webb Carolina Arbors N 02° 27' 35" E a distance of 998.05 feet to an existing iron rod, said point being the point and place of BEGINNING, containing 8.541 acres, more or less, as shown on survey prepared by W. Robert Murphy, PLS entitled "ALTA/NSPS Land Title Survey prepared for Epcon Communities" dated June 2016.

TRACT SIX:

BEGINNING at an existing iron pipe in the westerly right of way of Andrews Chapel Road, said point having NC NAD 83 State Plane Coordinates N=794,615.32 and E=2,066,869.29', thence with the line of Andrews Chapel United Methodist Church S 36° 51' 48" W for a distance of 113.28 feet to an iron pipe set; thence with the line of Epcon Andrews Chapel LLC N 71° 37' 24" W for a distance of 486.61 feet to an iron pipe set; thence with the line of Stallings N 71° 37' 24" W for a distance of 498.91 feet to an iron pipe set; thence with the line of Nichols N 20° 51' 28" E for a distance of 237.27 feet to an existing iron rod; thence with the line of Brinson, Cash, and Avila S 75° 34' 12" E for a distance of 684.43 feet to an existing iron pipe; thence with the line of Avila S 70° 02' 42" E for a distance of 56.06 feet to an existing iron pipe; thence with the line of Ayscue S 49° 03' 20" E for a distance of 78.80 feet to an iron pipe set; thence continuing with Ayscue N 38° 56' 40" E for a distance of 72.00 feet to an iron pipe set in the southerly right of way of Leesville Road; thence S 51° 04' 41" E for a distance of 181.23 feet to an iron pipe set at the southwestern intersection of Leesville Road and Andrews Chapel Road; thence with the westerly right of way of Andrews Chapel Road S 16° 37' 14" W a distance of 148.81 feet to an existing iron pipe, said point being the point and place of BEGINNING, containing 6.187 acres, more or less, as shown on survey prepared by W. Robert Murphy, PLS entitled "ALTA/NSPS Land Title Survey prepared for Epcon Communities" dated June 2016.

TRACT SEVEN:

BEGINNING at an iron pipe set in the westerly right of way of Andrews Chapel Road (NCSR 1907), said point having NC NAD 83 State Plane Coordinates N=794,114.23' and E=2,066,720.92', thence with the line of Rodrigues N 70° 48' 49" W for a distance of 58.78 feet to an existing iron pipe; thence continuing with Rodrigues N 22° 52' 26" E for a distance of 60.08 feet to an existing iron pipe; thence continuing with Rodrigues N 75° 47' 56" W for a

distance of 633.20 feet to an existing iron pipe; thence continuing with Rodrigues S 01° 17' 41" E for a distance of 445.18 feet to an existing iron pipe; thence with the line of Montessori School of Raleigh, Inc. N 89° 08' 53" W for a distance of 199.98 feet to an existing iron pipe; thence continuing with Montessori School of Raleigh, Inc. N 03° 01' 32" W for a distance of 560.56 feet to an existing iron pipe; thence N 75° 47' 10" W for a distance of 4.71 feet to a mathematical point; thence with the line of Stallings S 75° 47' 10" E for a distance of 139.76 feet to an existing iron pipe; thence continuing with Stallings S 75° 47' 05" E for a distance of 795.14 feet to an existing iron pipe; thence with the westerly right of way of Andrews Chapel Road along a curve turning to the right through 08° 37' 08", having a radius of 834.71 feet, and whose long chord bears S 21° 10' 56" W for a distance of 125.45 feet to an iron pipe set, said point being the point and place of BEGINNING, containing 3.575 acres, more or less, as shown on survey prepared by W. Robert Murphy, PLS entitled "ALTA/NSPS Land Title Survey prepared for Epcon Communities" dated June 2016.

**EXHIBIT C****Sanitary Sewer Easement Area**

COMMENCING AT A MONUMENT CALLED "AXIL" HAVING COORDINATES 794781.68 NORTH AND 2065845.6 EAST AND BEING THE EXISTING IRON PIPE AT THE NORTHEASTERN PROPERTY CORNER OF LOT 1 AS SHOWN ON PLAT BOOK 143, PAGE 11, DURHAM COUNTY REGISTRY, AND CONVEYED TO THE MONTESSORI SCHOOL OF RALEIGH, INC. PURSUANT TO THAT GENERAL WARRANTY DEED RECORDED AT BOOK 2621, PAGE 702, DURHAM COUNTY REGISTRY ("MONTESSORI PARCEL"); THENCE ALONG AND WITH THE EASTERN PROPERTY LINE OF THE MONTESSORI PARCEL SOUTH 02°33'54" EAST 113.55 FEET TO A POINT, THENCE CONTINUING ALONG AND WITH THE EASTERN PROPERTY LINE OF THE MONTESSORI PARCEL SOUTH 02°33'54" EAST 30 FEET TO A POINT, BEING THE POINT AND PLACE OF BEGINNING;

THENCE LEAVING SAID EASTERN PROPERTY LINE OF THE MONTESSORI PARCEL SOUTH 87°26'06" WEST 21.57 FEET TO A POINT; THENCE SOUTH 41°56'03" WEST 159.45 FEET TO A POINT; THENCE SOUTH 48°20'44" WEST 195.07 FEET TO A POINT; THENCE SOUTH 27°35'06" WEST 67.79 FEET TO A POINT; THENCE SOUTH 27°35'06" EAST 10.80 FEET TO A POINT; THENCE NORTH 88°28'37" WEST 12.75 FEET TO A POINT; THENCE NORTH 88°28'37" WEST 97.05 FEET TO A POINT; THENCE SOUTH 88°21'39" WEST 159.24 TO A POINT; THENCE SOUTH 80°02'17" WEST 186.24 FEET TO A POINT; THENCE SOUTH 65°14'39" WEST 195.89 FEET TO A POINT; THENCE NORTH 01°26'26" EAST 33.43 FEET TO A POINT; THENCE NORTH 65°14'39" EAST 185.02 FEET TO A POINT; THENCE NORTH 80°02'17" EAST 192.31 FEET TO A POINT; THENCE NORTH 88°21'39" EAST 162.26 FEET TO A POINT; THENCE SOUTH 88°28'37" EAST 91.91 FEET TO A POINT; THENCE NORTH 27°35'06" EAST 65.36 FEET TO A POINT; THENCE NORTH 48°20'44" EAST 198.88 FEET TO A POINT; THENCE NORTH 41°56'03" EAST 170.35 FEET TO A POINT; THENCE NORTH 87°26'06" EAST 34.15 FEET TO A POINT; THENCE WITH THE EASTERN PROPERTY LINE OF THE MONTESSORI PARCEL SOUTH 02°33'54" EAST 30 FEET TO A POINT, BEING THE POINT AND PLACE OF BEGINNING, CONTAINING APPROXIMATELY 33,092 SQUARE FEET, MORE OR LESS.

**EXHIBIT D****Temporary Construction Easement Area**

COMMENCING AT A MONUMENT CALLED "AXIL" HAVING COORDINATES 794781.68 NORTH AND 2065845.6 EAST AND BEING THE EXISTING IRON PIPE AT THE NORTHEASTERN PROPERTY CORNER OF LOT 1 AS SHOWN ON PLAT BOOK 143, PAGE 11, DURHAM COUNTY REGISTRY, AND CONVEYED TO THE MONTESSORI SCHOOL OF RALEIGH, INC. PURSUANT TO THAT GENERAL WARRANTY DEED RECORDED AT BOOK 2621, PAGE 702, DURHAM COUNTY REGISTRY ("MONTESSORI PARCEL"); THENCE ALONG AND WITH THE EASTERN PROPERTY LINE OF THE MONTESSORI PARCEL SOUTH 02°33'54" EAST 113.55 FEET TO A POINT, THENCE CONTINUING ALONG AND WITH THE EASTERN PROPERTY LINE OF THE MONTESSORI PARCEL SOUTH 02°33'54" EAST 30 FEET TO A POINT, THENCE LEAVING SAID EASTERN PROPERTY LINE OF THE MONTESSORI PARCEL SOUTH 87°26'06" WEST A DISTANCE OF 21.57 FEET TO A POINT, THENCE SOUTH 41°56'03" WEST A DISTANCE OF 159.45 FEET TO A POINT, THENCE SOUTH 48°20'44" WEST A DISTANCE OF 195.06 FEET TO A POINT, THENCE SOUTH 27°35'06" WEST A DISTANCE OF 67.79 FEET TO A POINT, BEING THE **POINT AND PLACE OF BEGINNING**;

THENCE SOUTH 26°17'45" EAST A DISTANCE OF 297.78 FEET TO A POINT; THENCE SOUTH 63°42'15" WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 26°17'45" WEST A DISTANCE OF 297.37 FEET TO A POINT; THENCE SOUTH 88°28'37" EAST 12.75 FEET TO A POINT; THENCE NORTH 27°35'06" EAST 10.80 FEET TO THE **POINT AND PLACE OF BEGINNING**, CONTAINING APPROXIMATELY 5,890 SQUARE FEET, MORE OR LESS.

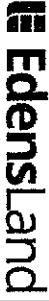
**EXHIBIT E****Water Easement Area**

COMMENCING AT A MONUMENT CALLED "AXIL" HAVING COORDINATES 794781.68 NORTH AND 2065845.6 EAST AND BEING THE EXISTING IRON PIPE AT THE NORTHEASTERN PROPERTY CORNER OF LOT 1 AS SHOWN ON PLAT BOOK 143, PAGE 11, DURHAM COUNTY REGISTRY, AND CONVEYED TO THE MONTESSORI SCHOOL OF RALEIGH, INC. PURSUANT TO THAT GENERAL WARRANTY DEED RECORDED AT BOOK 2621, PAGE 702, DURHAM COUNTY REGISTRY ("MONTESSORI PARCEL"); THENCE ALONG AND WITH THE EASTERN PROPERTY LINE OF THE MONTESSORI PARCEL SOUTH 02°33'54" EAST 880.40 FEET TO A POINT, THENCE SOUTH 12°12'14" EAST 538.99 FEET TO A POINT ALONG THE NORTHERN RIGHT-OF-WAY LINE OF ANDREWS CHAPEL ROAD; THENCE ALONG AND WITH SAID NORTHERN RIGHT-OF-WAY LINE SOUTH 46°11'32" WEST A DISTANCE OF 115.21 FEET TO THE **POINT AND PLACE OF BEGINNING**;

THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY LINE NORTH 43°48'28" WEST A DISTANCE OF 42.92 FEET TO A POINT; THENCE SOUTH 46°11'32" WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 43°48'28" EAST A DISTANCE OF 42.92 FEET TO A POINT ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF ANDREWS CHAPEL ROAD; THENCE ALONG AND WITH SAID NORTHERN RIGHT-OF-WAY LINE NORTH 46°11'32" EAST A DISTANCE OF 20.00 FEET TO THE **POINT AND PLACE OF BEGINNING**, CONTAINING APPROXIMATELY 858 SQUARE FEET, MORE OR LESS.



EXHIBIT F

|   |  |   |  |  |
|---|--|---|--|--|
|  <p><b>Edensland</b><br/>2314 S. Miami Blvd.<br/>Suite 101<br/>Durham, NC 27703<br/>www.edensland.com<br/>919.316.1855</p> | <p><b>OFFSITE UTILITY EASEMENTS</b></p> <p><b>COURTYARDS AT ANDREWS CHAPEL</b></p> | <p><b>SITE LOCATION</b></p> <p>308 ANDREWS CHAPEL ROAD<br/>DURHAM, NC</p> | <p><b>DATE</b><br/>JUNE 28, 2016</p> <p><b>SCALE</b></p> | <p><b>DRAWN BY</b><br/>SJS</p> <p><b>CHECKED BY</b><br/>JHE</p> <p><b>SHEET</b><br/>FX-2</p> |
|---|--|---|--|--|

| Line Table |         |                  |
|------------|---------|------------------|
| Line #     | Length  | Direction        |
| L1         | 113.553 | S02° 33' 53.66"E |
| L2         | 177.663 | S02° 33' 53.66"E |
| L3         | 559.186 | S02° 33' 53.66"E |
| L4         | 115.208 | S46° 11' 32.44"W |
| L5         | 538.994 | S12° 12' 13.66"E |
| L6         | 195.886 | N65° 14' 39.22"E |
| L7         | 186.237 | N80° 02' 16.56"E |
| L8         | 159.244 | N88° 21' 38.51"E |
| L9         | 97.054  | S88° 28' 36.83"E |
| L10        | 67.792  | N27° 35' 06.08"E |
| L11        | 195.065 | N48° 20' 44.04"E |

| Line Table |         |                  |
|------------|---------|------------------|
| Line #     | Length  | Direction        |
| L12        | 159.447 | N41° 56' 03.37"E |
| L13        | 21.567  | N87° 26' 06.34"E |
| L14        | 30.000  | N02° 33' 53.66"W |
| L15        | 34.147  | S87° 26' 06.34"W |
| L16        | 170.347 | S41° 56' 03.37"W |
| L17        | 198.880 | S48° 20' 44.04"W |
| L18        | 65.359  | S27° 35' 06.08"W |
| L19        | 91.912  | N88° 28' 36.83"W |
| L20        | 162.255 | S88° 21' 38.51"W |
| L21        | 192.314 | S80° 02' 16.56"W |
| L22        | 185.021 | S65° 14' 39.22"W |

| Line Table |         |                  |
|------------|---------|------------------|
| Line #     | Length  | Direction        |
| L23        | 33.434  | S01° 26' 26.09"W |
| L24        | 297.373 | S26° 17' 45.27"E |
| L25        | 297.784 | N26° 17' 45.27"W |
| L26        | 20.000  | N63° 42' 14.73"E |
| L27        | 42.922  | N43° 48' 27.56"W |
| L28        | 20.000  | N46° 11' 32.44"E |
| L29        | 42.922  | S43° 48' 27.56"E |
| L30        | 20.000  | S46° 11' 32.44"W |
| L31        | 12.754  | S88° 28' 36.83"E |
| L32        | 10.795  | N27° 35' 06.08"E |