

BK 2057 PG 145 - 150 (6)

DOC# 286330

This Document eRecorded:

01/15/2026 03:49:48 PM

Fee: \$26.00

Tax: \$1.00

Richmond County, North Carolina

Kimberly M. Roberts, Register of Deeds

Excise Tax 1.00

DRAWN BY AND RETURN TO:
Richmond County

PROJECT NAME: Energy Way Industrial Complex Sewer Improvements

PROJECT NO: SRP-W-ARP-0207 & SRP-W-ARP-0208

Physical Address: 1271 Airport Road, Hamlet, NC 28345

Portion of Tax Parcel#: 747000948220

STATE OF NORTH CAROLINA

DEED OF EASEMENT(S)

COUNTY OF RICHMOND

THIS DEED OF EASEMENT(S) is made this 18th day of December, 2025, by and between **THOMAS LAND HOLDINGS, LLC**, a North Carolina limited liability company, PO Box 158, Rockingham, NC 28380 (hereinafter referred to as "GRANTOR"), and **RICHMOND COUNTY**, a political subdivision of the North Carolina, 1401 Fayetteville Road, Rockingham, North Carolina 28379 (hereinafter referred to as "GRANTEE").

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

WITNESSETH:

WHEREAS, GRANTOR owns a certain tract of land ("Property") in or near the City of Hamlet, County of Richmond, North Carolina, the same being the land conveyed to GRANTOR, by Deed recorded in Deed Book 2028, Page 438 in the Office of the Register of Deeds of Richmond County and to which additional reference is made above; and

WHEREAS, the GRANTEE, in serving the best interest, safety and welfare of the general public, proposes to construct certain public improvements in connection with the above referenced project and for that purposes requires the following rights and interests from GRANTOR;

NOW THEREFORE, GRANTOR, for good and valuable consideration in the amount of **\$300.00** the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell, and convey to GRANTEE, its successors and assignees, the permanent and temporary easements indicated below:

Permanent Utility Easement ("PUE"): GRANTEE shall have the perpetual right to enter upon the Sanitary Sewer and/or Water Line Easement Area, hereinafter defined, for the purpose of laying, constructing, reconstructing, extending, inspecting, operating, and maintaining a sanitary sewer line(s), water line(s) and/or meter(s), and/or a sewer pump station (collectively the "Water-Sewer Facilities"); said Sanitary Sewer and/or Water Line Easement Area running, over, under and across the Property and being more particularly described as follows:

THE PORTION(S) of the Property described and labeled "PERMANENT UTILITY EASEMENT" and "PUE" on the map attached hereto and incorporated herein by reference, said map having been prepared by or for Richmond County.

The Permanent Sanitary Sewer Easement and Water Line Easement shall also include the right of GRANTEE to enter the Sanitary Sewer and/or Water Line Easement Area to: install new Water-Sewer Facilities, inspect existing Water-Sewer Facilities and to perform necessary maintenance and repairs and to make alterations and additions thereto; to remove from the Sanitary Sewer and/or Water Line Easement Area, now or at any time in the future, trees, shrubs and landscaping, structures that may, in the opinion of GRANTEE, endanger the proper maintenance and operation of said Facilities; make modifications to the topography which are necessary for the construction, installation, and proper maintenance and operation of the Water-Sewer Facilities.

Temporary Construction Easement ("TCE"): In addition to the foregoing Permanent Easements, GRANTEE shall have the temporary right to enter upon the Temporary Construction Easement Area, hereinafter defined, for the purpose of laying and constructing the public project referenced above; said Temporary Construction Easement Area running, over, under and across the Property and being more particularly described as follows:

THE PORTION(S) of the Property labeled "Temporary Construction Easement" or "TCE" as indicated on the map attached hereto as Exhibit A and incorporated herein by reference, said map having been prepared by or for Richmond County.

The TCE shall also include the right of GRANTEE to enter the Temporary Construction Easement Area to remove trees, shrubs, landscaping, and modify topography, which are deemed necessary by GRANTEE in connection with the construction of above-referenced public project.

The TCE granted in the immediately preceding paragraph, if any, shall take effect upon the beginning of construction on the Property and shall expire at the completion of construction; and the parties hereto further covenant and agree that upon the expiration of the TCE as herein provided, the GRANTEE, or its Contractor, shall have no further obligations to maintain, or rights to enter upon the TCE described herein.

GRANTEE shall have such right of ingress, egress, and regress over and upon any lands of the GRANTOR immediately adjacent to the easement(s) as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending, maintaining, and otherwise keeping open and in good repair the facilities and improvements for which the easement(s) is/are granted.

It is further understood that the GRANTOR shall not: erect a permanent structure of any kind over or across the easements herein granted (including the TCE for so long as any such TCE remains in effect); permit or cause water to be ponded or impounded over or across said easements (including the TCE for so long as any such TCE remains in effect) or attempt to block or otherwise impede the natural flow of water; excavate from or add fill material to the property within said easements resulting in an elevation change of ± 1 foot; cause or permit to be stored over said easements any personal property which materially impairs GRANTEE's access to the infrastructure within said easements and which cannot be removed by the fee owner of the Property within twenty-four hour notice; or plant trees or other plants with invasive roots systems within water or sewer easements. For purposes of this document, permanent structure includes, but is not limited to, buildings, tennis courts, and swimming pools. Any irrigation systems installed within the easements herein granted shall be the sole responsibility of the fee owner of the Property and will not be subject to repair or replacement by the GRANTEE upon its exercise of the rights herein granted.

The easement(s) conveyed herein is/are non-exclusive to the extent that other public service and utilities may install service lines across the herein described easement(s) provided they do not unreasonably interfere with GRANTEE'S use, and (ii) GRANTOR, or its successor in title, has received prior written approval from GRANTEE for said utility installation.

GRANTOR understands that the interests conveyed hereby are being acquired for a construction project of the GRANTEE and GRANTOR agrees that construction may begin on said Property upon execution of this instrument. GRANTOR further acknowledges that the consideration stated herein is full and just compensation pursuant to the North Carolina General Statutes for the acquisition of the said property interests and rights by the GRANTEE, and for any and all damages to the value of their remaining Property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of GRANTEE'S project, and for the past and future use of said areas by the GRANTEE, its successors and assigns, for all purposes for which the GRANTEE is authorized by law to subject the same.

GRANTEE shall return the Temporary Construction Easement Area and any other areas outside the permanent easements conveyed herein that are disturbed as a result of GRANTEE'S activities in connection with above referenced project, to a similar condition as existed prior to GRANTEE'S activities.

TO HAVE AND TO HOLD the aforesaid rights and easements to GRANTEE, its successors and assigns, it being agreed that the rights and easements hereby granted are appurtenant to and run with the land.

Additional Conditions: See Exhibit B attached hereto and incorporated herein by reference.

AND, the GRANTOR covenants with the GRANTEE that GRANTOR is seized of the Property in fee simple, has the right to grant the rights and easements provided herein, 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, other than the following exceptions:

IN WITNESS WHEREOF, the GRANTOR has duly executed this instrument as of the date set forth above.

THOMAS LAND HOLDINGS, LLC,
a North Carolina limited liability company

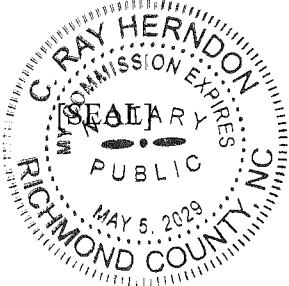
Printed Name:

Title:

STATE OF NORTH CAROLINA
COUNTY OF RICHMOND

I, C Ray Herndon, a Notary Public, certify that Timothy L. Hayden
personally appeared before me this day and
acknowledged that he/she is the Member/Manager of Thomas Land Holdings, LLC,
and that in such capacity and being authorized to do so, executed the foregoing on behalf of the
corporation/company.

Witness my hand and official seal or stamp this 15th day of December 2025.



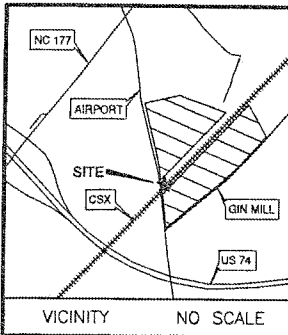
Notary Public

My commission expires:

5/5/29

Exhibit A

EXHIBIT A



GENERAL NOTES

1. THIS MAP IS NOT IN ACCORDANCE WITH GS 47-30.
2. AREA BY COORDINATE METHOD.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCE.
4. DASHED LINES NOT SURVEYED, DRAWN FROM INFORMATION AS INDICATED.
5. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND AGREEMENTS OF RECORD PRIOR TO THE DATE OF THIS PLAT.
6. GPS COORDINATES ESTABLISHED USING REAL-TIME KINEMATIC GPS FIELD PROCEDURE; NC CORS; GEOID MODEL NGS 2012B

LEGEND

- = CALCULATED POINT
 IRS ⊗ = 0.5" IRON ROD SET
 --- = RIGHT OF WAY
 _____ = BOUNDARY LINE
 _____ = BOUNDARY NOT SURVEYED
 --- = EDGE OF PAVEMENT
 _____ = PERMANENT UTILITY EASEMENT
 ---X---X--- = EXISTING FENCE

I, ROBERTO RODRIGUEZ, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS AS INDICATED); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS INDICATED; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS NOT PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

16 DAY OF April, A.D., 2025.

PROFESSIONAL LAND
SURVEYOR

L-5428
LICENSE
NUMBER



MORRISON, CODY DEAN
PIN 747000835106
DB 2019 PG 66

CALCULATED POINT
C-C INTERSECTION
AIRPORT ROAD &
CSX RAILROAD

MORRISON,
CHRISTOPHER MICHAEL
PIN 747000921024
DB 1643 PG 223

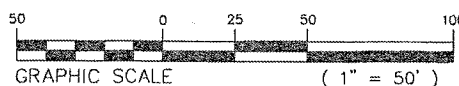
PERMANENT UTILITY EASEMENT
FOR
RICHMOND COUNTY
ONTO AND ACROSS THE LANDS OF
Z.V. PATE, INC.

THOMAS LAND HOLDINGS, LLC
MARKS CREEK TOWNSHIP, RICHMOND COUNTY
NORTH CAROLINA

DRAFTED BY: RR SCALE 1" = 50'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N43°59'06"E	110.92
L2	S45°08'14"E	25.03
L3	S44°24'16"W	103.43
L4	S0°00'27"W	23.54
L5	S35°57'49"W	26.39
L6	N6°56'29"W	57.06
L7	N8°08'31"W	52.65
L8	S45°39'06"E	31.99
L9	S43°51'42"W	31.69

"THIS MAP MAY NOT BE A
CERTIFIED SURVEY AND HAS NOT
BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY
APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT
BEEN REVIEWED FOR
COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS."



I:\RGN-20.01 - Energy Wav Industrial Complex\800 - Drawings\850 Survey\RGN-20.01 Easement - 7 V PATE & KAREN PERFAITH.dwg: Plotted As: Roberto Rodriguez 04/16/25 04:55:16 PM

EXHIBIT B

GRANTEE agrees to install the following items in exchange for the easement granted by GRANTOR:

- Install a 2" water service, meter box, and backflow preventer
- Install a 10" x 6" tee and necessary valves in the new force main to allow for the property to access the sewer force main in the future.

Exact location of each item can be determined by the property owner and directed in the field.