

Instrument prepared by: Moore & Van Allen PLLC; 100 N. Tryon Street, Suite 4700, Charlotte, North Carolina 28202; Attn: Logan E. Reilly
[Utilizing City of Raleigh Form Instrument]

Brief description for index: Sewer Easement
Property PIN: 1758671619
City Case No. **MRLP - 0086 - 2025**
ID:

Mail after recording to: City of Raleigh
Attn: Raleigh Water Development Review Group
P.O. Box 590
Raleigh, NC 27602

DEED OF EASEMENT FOR SANITARY SEWER PURPOSES

This Deed of Easement for Sanitary Sewer Purposes (this "Sewer Easement") is made and executed this 31 day of August, 2026, by FH-HOF-ROLESVILLE, LLC, a North Carolina limited liability company, (the "Grantor") to the City of Raleigh, a North Carolina municipal corporation, with a mailing address of PO Box 590, Raleigh, NC 27602 (the "City"). The designation "Grantor" as used herein shall include said party, its heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

Grantor warrants that it is the owner of the property (the "Property") described in the instrument recorded at Book 019845, Page 01077 of the Wake County Registry, that it is vested of the Property in fee simple, and that the Property is free from encumbrances except as expressly stated within this instrument.

For valuable consideration, the receipt of which is hereby acknowledged by Grantor, which may include permitting and approvals of the City for development activity on the Property, and in further consideration of the mutual covenants and terms, conditions and restrictions hereinafter set forth, the Grantor hereby gives, grants, bargains and conveys unto the City, its successors and assigns, in perpetuity, those rights-of-way, privileges and easements, now and hereafter, to construct, install, improve, reconstruct, remove, replace, inspect, repair, maintain, and use a system of pipelines or mains for public sanitary sewer purposes, together with all appurtenant facilities and equipment (the "Facilities") necessary or convenient thereto in, upon and across the Property, the area subject to this easement being more particularly identified and described in Exhibit A as "City of Raleigh Sanitary Sewer Easement" (or by an equivalent label), attached hereto and incorporated herein by reference.

submitted electronically by "Moore & Van Allen, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

THE PROPERTY HEREIN DESCRIBED AND CONVEYED IS: (choose one)

- ☐ Located on a parcel that includes the Grantor's primary residence, but the Grantor's primary residence is not a property interest being conveyed; or
- ☒ Does not include a primary residence.

Subordination

[Any existing deeds of trust, mortgages, or liens encumbering the Property, other than property tax liens for the current tax year or governmental improvement assessment liens, must be subordinated to this Sewer Easement. Such encumbrances must be listed and the Sewer Easement must be executed by the beneficiary and trustee (if trustee execution is necessary per the terms of the security instrument), mortgagee, or lien holder to evidence such subordination.]

GRANTOR REPRESENTS THAT NO SUPERIOR DEEDS OF TRUST, MORTGAGES, OR LIENS (OTHER THAN PROPERTY TAX LIENS FOR THE CURRENT TAX YEAR OR GOVERNMENTAL IMPROVEMENT ASSESSMENT LIENS) ENCUMBER OR AFFECT THE PROPERTY AT THE TIME OF THE EXECUTION AND RECORDING OF THIS SEWER EASEMENT, OR THAT IF ANY OF THE FOREGOING EXIST, THEY SHALL BE SUBORDINATE TO THIS SEWER EASEMENT THROUGH THE SUBORDINATION LANGUAGE HEREIN.

Grantor acknowledges that the City is acting in reliance on Grantor's authority to enter into this Sewer Easement and the terms, conditions, obligations, and restrictions imposed herein in its authorization to either subdivide the Property or in the issuance of any permits or development approvals associated with any construction of improvements on the Property and that the City may suffer irreparable harm from the violation of the terms established herein.

TO HAVE AND TO HOLD the terms, conditions, obligations and restrictions imposed herein shall be binding upon the Grantor, its successors and assigns, and shall continue as a servitude running with the land in perpetuity. Grantor covenants that it is vested of the Property in fee simple, has the right to convey the same in fee simple, that the Property is free from encumbrances except as herein stated or subordinated herein, and that Grantor will warrant and defend such title to the same against claims of all persons. This Sewer Easement shall not divest the Grantor of any rights or interests in its Property not herein mentioned.

THE FURTHER TERMS AND CONDITIONS of the easement interest herein conveyed are as follows:

1. The City is authorized hereunder to remove and keep removed from the easement all trees, vegetation, and other obstructions as necessary to maintain, repair or protect said sanitary sewer line or lines and appurtenances. This easement shall not prohibit the Grantor from (i) constructing, maintaining, and using the easement area for paved or unpaved drives and parking areas; and (ii) planting and maintaining shallow-rooted ground cover material within the easement area, all subject to applicable laws and regulations. All risk of damage

to such improvements caused by maintenance or repair of the sewer line(s) and appurtenant facilities shall be with the Grantor.

2. Nothing herein shall be construed to grant to the City any right of access through or over any other property of the Grantor except that lying within the easement herein described and conveyed.
3. The Grantor shall retain fee simple ownership of the Property through and over which this easement passes; provided, however, no use may be made of the Property which interferes or is inconsistent with the City's easement rights and full, reasonable use thereof for sanitary sewer purposes.
4. To the extent reasonably necessary and incidental to the installation of Facilities within the sanitary sewer easement area herein described, Grantor grants to City a temporary construction easement for the movement and storage of vehicles and equipment, construction staging, the repair, reconstruction and reconnection of a private driveway or driveways onto adjacent public street right-of-way, and similar purposes. If so granted to the City, the temporary construction easement is more particularly identified and described on Exhibit A as "Temporary Construction Easement" (or an equivalent label). Following the installation of the Facilities within the sanitary sewer easement herein described, any temporary construction easement interest herein conveyed to the City shall terminate; and further, the area within the sanitary sewer and temporary easements shall be re-graded, mulched, and re-seeded or otherwise restored in accordance with generally accepted landscaping and engineering practices.

[Signature pages follow this page]

[Grantor Signature Page]

IN WITNESS WHEREOF, Grantor hereby executes this Sewer Easement under seal as of the day and year first above written.

GRANTOR:

FH-HOF-ROLESVILLE, LLC,
a North Carolina limited liability company

By: [Signature] (SEAL)
Name: VAN D. ISLEY
Its: MANAGER (Title)

NORTH CAROLINA

WAKE COUNTY

GRANTOR
ACKNOWLEDGMENT

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

(Print name of signatory in blank)

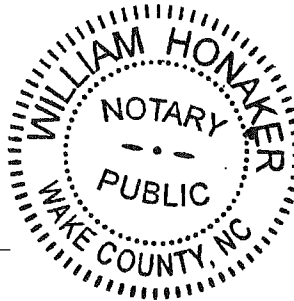
William Honaker

Date: 8-21-26

My Commission Expires: 9-1-27

Print Name: WILLIAM HONAKER

[Affix Notary Stamp or Seal]



**PROPERTY DESCRIPTION VERIFIED AND
APPROVED FOR RECORDING:
PUBLIC UTILITIES DEPARTMENT**

By: Austin J. Bain
Name: Austin J. Bain
Title: Project Engineer

[Subordination signature page follow this page.]

[Subordination Signature Page]

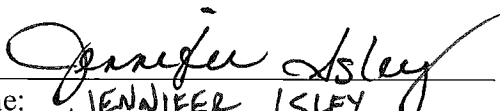
William A. Anderson, III, as Trustee, and Isley Family Trust, as Beneficiary, under that certain Deed of Trust recorded in Book 019931, Page 01124 Wake County Registry, North Carolina, join in this Sewer Easement for the sole purpose of expressing their consent hereto and of binding, subjecting and subordinating said Deed of Trust and their interest in the Property to the terms, covenants and conditions of this Sewer Easement.

TRUSTEE:

By:  (SEAL)
Name: William A. Anderson, III

BENEFICIARY:

ISLEY FAMILY TRUST

By:  (SEAL)
Name: JENNIFER ISLEY
Its: TRUSTEE (Title)

[Notary acknowledgments for the Trustee and Beneficiary follow this page.]

NORTH CAROLINA

~~DURHAM~~
~~WAKE COUNTY~~

TRUSTEE
ACKNOWLEDGMENT

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

(Print name of signatory in blank)

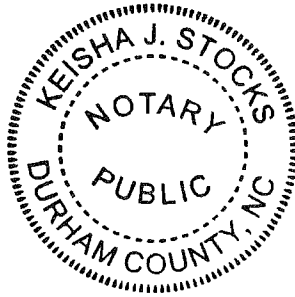
Kir/SD

Date: August 17, 2026

My Commission Expires: 4/1/2029

Print Name: Keisha J. Stocks

[Affix Notary Stamp or Seal]



NORTH CAROLINA

WAKE COUNTY

BENEFICIARY
ACKNOWLEDGMENT

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

(Print name of signatory in blank)

William Honaker

Date: 8-21-26

My Commission Expires: 9-1-27

Print Name: WILLIAM HONAKER

[Affix Notary Stamp or Seal]

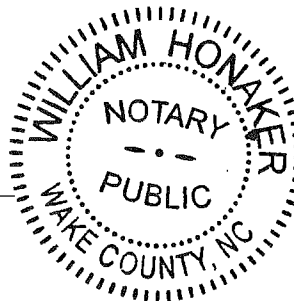


EXHIBIT A

Those Sewer Easement areas specifically enumerated herein located in, upon, and across the Property of the Grantor, and being more specifically identified and described on a plat prepared by Michael W. Zmuda of Johnson, Mirmiran & Thompson, entitled "FINAL SUBDIVISION PLAT WALLBROOK LOT 8," dated February 26, 2025, and recorded on May 28, 2025, in Book of Maps, BM2025, Page 00987, Wake County Registry.