

CONSTRUCTION AND MAINTENANCE EASEMENT

THIS CONSTRUCTION AND MAINTENANCE EASEMENT (this "Agreement") is made and entered into to be effective as of the _____ day of March, 2024 (the "Effective Date"), by and between **TOWN OF LANDIS**, a North Carolina municipal corporation ("Grantor"), and **JSC-CCI LANDIS I, LLC**, a Delaware limited liability company (together with its successors and assigns, "Grantee").

WHEREAS, Grantor is the owner of that certain land located in Landis, Rowan County, North Carolina described in Exhibit A attached hereto (the "Town Tract"); and

WHEREAS, Grantee is the owner of that certain land located in Landis, Rowan County, North Carolina described in Exhibit B attached hereto (the "JS Tract"); and

WHEREAS, Grantor desires to create temporary non-exclusive access, drainage, construction and maintenance easements over portions of the Town Tract for the benefit of the JS Tract and to establish covenants and agreements as more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following capitalized terms shall have the following meanings:

"Drainage Improvements" shall mean the sewer, utility and drainage improvements described on Exhibit C attached hereto.

"Land" shall mean the Town Tract and the JS Tract, collectively.

"Laws" shall mean all laws, regulations, codes, ordinances, rules, and requirements of any municipality or governmental authority, and all matters of record applicable to the Land or the Drainage Improvements.

"Owner(s)" shall mean the fee simple owner(s) of all or any portion of the Town Tract and/or the JS Tract, as applicable, from time to time.

"Parcel" shall mean any portion of the Land owned by an Owner.

"Permittees" shall mean any person from time to time entitled to the occupancy of any portion of the JS Tract, under an ownership right or under any lease, sublease, license, concession or other occupancy agreement and their officers, directors, employees, agents, contractors,

customers, vendors, suppliers, visitors, and invitees insofar as their activities relate to the intended development, use and occupancy of the JS Tract.

"Work" shall mean the work necessary to construct the Drainage Improvements over the Town Tract.

ARTICLE II EASEMENTS AND CONSTRUCTION OF THE DRAINAGE IMPROVEMENTS

2.1 Drainage Easement. Grantor hereby grants to Grantee a temporary, non-exclusive easement to enter and use the Town Tract for the construction, use and maintenance of the Drainage Improvements located on the Town Tract. Grantor shall not construct or erect or shall not allow the construction or erection of any barrier, structure, or object upon the Town Tract which materially obstructs or impedes the Work or the use of the Drainage Improvements. The term of the easement shall commence on the Effective Date and shall terminate upon completion of the Work and acceptance of the Drainage Improvements by Grantor as public improvements.

2.2 Construction of the Drainage Improvements. Grantee, at its sole cost and expense, shall construct and complete the Work and, in doing so, shall (a) comply (and cause its agents, employees and contractors to comply) with all applicable Laws; (b) obtain all licenses, permits and approvals from all applicable governmental authorities necessary to perform the Work; (c) perform the Work in a good and workmanlike manner; (d) diligently prosecute the Work to completion; (e) keep the affected portion of the Town Tract in a reasonably neat and clean condition at all times during the Work; (f) upon termination of this Agreement, remove from the Town Tract all rubbish, tools, equipment, unused construction materials and other associated materials; (g) excepting the Drainage Improvements, restore all areas of the Town Tract to pre-existing conditions or better; and (h) promptly discharge any liens filed against the Town Tract in connection with the Work.

2.3 Dedication. Upon completion of the Work, the Drainage Improvements shall be dedicated to and accepted by Grantor, or such applicable governmental authority for public use, maintenance and benefit. Upon Grantee's request, each Owner and Grantor shall promptly cooperate with Grantee, and execute all such documents reasonably necessary, to convey and/or dedicate all or any part of the Drainage Improvements for public use, maintenance and benefit. Upon the dedication and acceptance of the Drainage Improvements as provided in this Section 2.3, any easements declared, established, created, and/or reserved in this Agreement in, on, over, and/or with respect to the dedicated and accepted Drainage Improvements shall automatically terminate and be of no further force and effect, provided, however, such automatic termination shall be applicable only to those portions of the Drainage Improvements so dedicated and/or conveyed and subject to any reservation of rights.

ARTICLE III GENERAL PROVISIONS

3.1. Indemnity. Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all injuries, costs, claims (whether pending or threatened), expenses

Any Owner which is not a signatory to this Agreement shall, upon becoming an Owner of a Parcel, notify the other Owners of its address for notices under this Agreement.

3.5. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provisions which are not invalid to persons or circumstances shall not be affected thereby, but rather this Agreement shall be enforced to the greatest extent permitted by law.

3.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of North Carolina.

3.7. Covenants Running With the Land. The easements, covenants, rights, benefits, burdens and obligations contained herein shall run with the Land, and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors-in-title.

3.8. Non-Dedication. Except as expressly provided in Section 2.3 above, nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever.

3.9. Non-Waiver. Failure by any Owner hereunder to insist upon or enforce any of its rights shall not constitute a waiver thereof. Any Owner hereto may waive in writing the benefit of any provision or condition for its benefit contained in this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Owner against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

3.10. Estoppels. Each Owner may from time to time request any other Owner to provide to such Owner, its mortgagee or prospective purchaser, and the requested Owner shall so provide within ten business days of such request, an estoppel letter or certificate stating that, to the requested Owner's knowledge, the requesting Owner is in compliance with the terms and provisions of this Agreement, together with such other information as the requesting Owner shall reasonably request, or any exceptions thereto.

3.11. Representations and Warranties. Each Owner represents and warrants to each other respectively that they hold fee simple title to its respective Parcel(s), as set forth herein; that they have the requisite power and authority to enter into this Agreement; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Agreement; that the signatories executing this Agreement are authorized to do so on behalf of such Owner; and that this Agreement is valid and binding upon and enforceable against such Owner.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed to be effective as of the day and year first above written.

GRANTOR:

TOWN OF LANDIS

By: _____
Meredith Bare Smith, Mayor

Attest:

By: _____
Madison Stegall, Town Clerk

SEAL

STATE OF NORTH CAROLINA
IN THE COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he signed the foregoing instrument in his name on his behalf as its act and deed.

Witness my hand and official seal this the _____ day of _____, 2024.

NOTARY PUBLIC
Printed Name: _____
My commission expires: _____

[SEAL]

STATE OF NORTH CAROLINA
IN THE COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he signed the foregoing instrument in his name on his behalf as its act and deed.

Witness my hand and official seal this the _____ day of _____, 2024.

NOTARY PUBLIC
Printed Name: _____
My commission expires: _____

[SEAL]

GRANTEE:

JSC-CCI LANDIS I, LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2023, by _____, the _____ of **JSC-CCI LANDIS I, LLC**, a Delaware limited liability company, on behalf of said entity.

Notary Public in and for the State of Texas

EXHIBIT A

Legal Description of the Town Tract

EXHIBIT B

Legal Description of the JS Tract

Combined Parcel #'s: 140 002, 140 168, 140 169, 140 170, 140 003, 140 167

Being that certain parcel of land lying and being in Rowan County, North Carolina, and being more particularly described as follows:

COMMENCING at NGS Monument "SANDY", NAD83 Coordinates Northing 660,193.39 feet and Easting 1,517,900.02 feet, from said monument S 46°29'07" East a ground distance of 10,283.05 feet and a grid distance of 10,281.50 feet to the Point and Place of BEGINNING, said point being a ½" existing iron rod located at the southeast corner of the Philip Long and Emilia Mendoza property as described in Deed Book 1004, Page 784 of the Rowan County Public Registry; thence with the Long and Mendoza line and continuing with the easterly line of the Edgar and Barbara Watkins property as described in Deed Book 1395, Page 612, N 00°11'45" W a distance of 1,095.01 feet to a ½" existing iron pipe located at southwest corner of the Gerald and Thelma Hilton property as described in Deed Book 1131, Page 779; thence with the Hilton line S 81°14'31" E a distance of 146.71 feet to a calculated point located in the centerline of Old Beatty Ford Road; thence with said centerline the following six (6) courses and distances; (1) S 49°37'11" E a distance of 181.50 feet to a calculated point; (2) S 42°11'11" E a distance of 251.80 feet to a calculated point; (3) S 42°11'11" E a distance of 160.00 feet to a calculated point; (4) S 42°11'11" E a distance of 92.20 feet to a calculated point; (5) S 44°12'21" E a distance of 150.36 feet to a calculated point; (6) S 44°37'24" E a distance of 294.18 feet to a calculated point; thence turning and running with the westerly line of the Donald Kimball and Elaine Kimball Porter property as described in Deed Book 1136, Page 551, S 03°46'05" W a distance of 749.13 feet (crossing a ½" new iron rod at 38.42 feet) to an existing iron rod located along the northerly line of the Fannie Lipe property as described in Deed Book 1324, Page 392; thence with the Lipe line the following four (4) courses and distances; (1) N 86°13'55" W a distance of 220.69 feet to a ½" new iron rod; (2) S 04°22'43" W a distance of 96.94 feet to an axle; (3) N 81°47'12" W a distance of 65.63 feet to an axle; (4) S 04°18'26" W a distance of 791.99 feet to a ½" existing iron rod located along the northerly line of the Larry R. Sechler, Sr. property as described in Deed Book 1362, Page 881; thence with the Sechler line the following two (2) courses and distances; (1) N 88°00'03" W a distance of 294.61 feet to a 2" existing iron pipe; (2) S 05°00'23" W a distance of 778.73 feet to a 1" existing iron pipe located at the northwest corner of the Linda G. Moore property as described in Deed Book 1062, Page 541; thence with the Moore line S 03°29'37" W a distance of 485.17 feet to a ½" new iron rod located at the northeast corner of the Thomas and Jeannine Smith property as described in Deed Book 660, Page 710; thence with the Smith line N 88°29'29" W a distance of 150.06 feet to a ½" new iron rod located at the easterly terminus of the right-of-way of Billy Street (32' Public Right-of-Way) thence with the terminus of said right-of-way and continuing with the Lonnie E. Graham property N 88°27'03" W a distance of 180.49 feet to a ¾" existing iron pipe located at the northeast corner of the Kimberly Hurlocker property as described in Deed Book 1115, Page 250; thence with the Hurlocker line S 89°43'07" W a distance of 90.02 feet to a ½" existing iron rod located at the northeast corner of the Philip Munn property as described in Deed Book 831, Page

39; thence with the Munn line N 89°10'19" W a distance of 89.91 feet to a ½" existing iron rod located at the northeast corner of the Philip Munn property as described in Deed Book 1332, Page 755; thence with the Munn line N 87°53'04" W a distance of 327.31 feet to a 1" existing iron pipe located at the southeast corner of Lot 40 as shown on a plat entitled "Creekside at Highland Woods" and recorded in Map Book 9995, Page 4345; thence with the rear lines of Lots 40 – 48 the following nine (9) courses and distances; (1) N 02°06'56" E a distance of 351.84 feet (crossing a ½" existing iron rod at 351.84 feet) to a calculated point; (2) N 59°59'37" W a distance of 127.15 feet to a calculated point; (3) N 70°25'58" W a distance of 146.51 feet to a calculated point; (4) N 43°14'38" W a distance of 155.83 feet to a calculated point; (5) N 63°22'11" W a distance of 154.85 feet to a calculated point; (6) N 34°42'49" W a distance of 630.89 feet to a calculated point; (7) N 42°26'11" W a distance of 142.55 feet to a calculated point; (8) N 50°14'47" W a distance of 60.49 feet to a calculated point; (9) N 12°14'27" W a distance of 86.59 feet to a calculated point located along the rear line of Lot 18, Block C as shown on a plat entitled "Highland Woods" and recorded in Map Book 9995, Page 2814; thence with the rear line of Lot 18, Block C the following three courses and distances; (1) N 83°23'06" W a distance of 58.78 feet to a calculated point; (2) N 55°22'24" W a distance of 71.13 feet to a calculated point; (3) N 08°40'38" W a distance of 79.91 feet to a calculated point located along the rear line of Lot 17, Block C as shown on a plat entitled " East Alexander Heights" and recorded in Map Book 9995, Page 916; thence with the rear lines of Lot 17, 16 and 15, Block C the following three (3) courses and distances; (1) N 52°04'34" W a distance of 187.29 feet to a calculated point; (2) N 32°23'20" W a distance of 332.61 feet to a calculated point; (3) N 34°56'05" W a distance of 68.53 feet to a calculated point along a southerly line of the Bruce Howard and Florence Paige property; thence with the Howard and Paige line the following three (3) courses and distances; (1) N 58°20'36" E a distance of 79.00 feet to a calculated point; (2) N 00°54'45" E a distance of 95.00 feet to a calculated point; (3) S 76°11'44" W a distance of 132.95 feet to a calculated point at the southeast corner of the Justin H. Jordan property as described in Deed Book 1322, Page 458; thence with the Jordan property the following five (5) courses and distances; (1) N 53°46'48" W a distance of 27.25 feet to a calculated point; (2) N 45°39'20" E a distance of 40.15 feet to a calculated point; (3) N 03°40'36" E a distance of 32.04 feet to a calculated point; (4) N 69°06'55" W a distance of 51.78 feet to a calculated point; (5) N 30°57'33" W a distance of 29.59 feet to a calculated point along the easterly line of the Ruth M. Sherrill property; thence with the Sherrill property the following two (2) courses and distances (1) N 37°06'05" E a distance of 31.05 feet to a calculated point; (2) N 36°20'37" W a distance of 82.99 feet to a calculated point located along the easterly line of the George and Mary Know property as described in Deed Book 565, Page 667; thence with the Know line the following seven (7) courses and distances; (1) N 15°52'57" E a distance of 37.34 feet to a calculated point; (2) N 50°24'04" W a distance of 13.76 feet to a calculated point; (3) S 89°25'49" W a distance of 38.67 feet to a calculated point; (4) N 58°30'37" W a distance of 28.71 feet to a calculated point; (5) N 27°21'58" E a distance of 28.36 feet to a calculated point; (6) N 57°14'18" E a distance of 21.99 feet to a calculated point; (7) N 25°02'10" W a distance of 57.46 feet to a calculated point located along the easterly line of the Everette and Alma Allman property as described in Deed Book 1327, Page 191; thence with the Allman line the following five (5) courses and distances; (1) N 87°57'18" E a distance of 22.27 feet to a calculated point; (2) N 05°36'50" W a distance of 23.64 feet to a calculated point; (3) N 62°13'32" W a distance of 14.98 feet to a calculated point; (4) S 88°47'35" W a distance of 24.78 feet to a calculated point; (5) N 49°24'41" W a distance of 39.51 feet to a calculated point located along a southerly line of the John and Jolene Eckard property as

described in Deed Book 1270 Page 780; thence with the Eckard line N 76°08'11" E a distance of 352.71 feet (crossing a ½" existing iron rod at 29.89 feet) to a ½" existing iron rod located along a southerly line of the John Eckard property as described in Deed Book 1308, Page 565; thence with the Eckard line the following two (2) courses and distances; (1) S 85°23'36" E a distance of 34.67 feet to a ½" existing iron rod; (2) N 00°49'44" E a distance of 34.37 feet to a 1-1/2" existing iron pipe located at a southwest corner of the John and Janet Eckard property as described in Deed Book 1287, page 416; thence with the Eckard line the following two (2) courses and distances; (1) S 88°34'24" E a distance of 724.23 feet to a ½" existing iron rod; (2) S 88°34'24" E a distance of 379.66 feet to a ½" existing iron rod located at the southwest corner of the Martha Mincey property as described in Deed Book 1288, Page 959; thence with the Mincey line S 88°34'24" E a distance of 199.94 feet (crossing a ½" existing iron rod at 99.96 feet) to a ½" existing iron rod located at the southwest corner of the Karl Benz property as described in Deed Book 1289, Page 84; thence with the Benz line S 88°34'24" E a distance of 99.99 feet to a ½" existing iron rod located at the southwest corner of the Philip Long and Emilia Mendoza property as described in Deed Book 1004, Page 784; thence with the Long and Mendoza line S 88°34'24" E a distance of 715.50 feet to the Point and Place of BEGINNING. Having an area of 5,978,988 square feet or 137.2587 acres according to a survey by Cloninger Bell Surveying & Mapping, PLLC dated October 18, 2022. Job No. 2080.

EXHIBIT C

Description of the Work