

Prepared by: Guilford County
Return to: Guilford County
Attn: Jesse Derouin,
Real Estate and Property Management Division Director
301 W. Market Street
PO Box 3427
Greensboro, NC 27402

Parcel # 8823788628

EASEMENT

State of North Carolina
County of Guilford

THIS EASEMENT ("Easement") is made this ____ day of _____ 20 ____, from **GUILFORD COUNTY**, a body politic and corporate of the state of North Carolina, ("**Grantor**", whether one or more), to **TIPPMANN CONSTRUCTION, LLC**, a limited liability company located in 9009 Coldwater Road, Fort Wayne, IN 46825 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a temporary and **non-exclusive** access construction easement, to perform preliminary site work on the Property Owner's property located at Whitsett, NC (see Exhibit A) (the "Site"), including surveying, staking, partial mowing, tree clearing, and grubbing.

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 8882, Page 2151**, Guilford County Register of Deeds ("**Property**").

Property Owner grants Tippmann a non-exclusive, **Temporary Access Construction Easement** for a period of six (6) months from the date this agreement is signed to enter the Site and perform the work described above. Tippmann may enter during normal business hours and may arrange to enter at other times with Property Owner's prior approval.

The portion of the Property subject to this temporary access construction easement is the area described as follows:

A strip of land forty feet (40') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the underground Duke Energy Facilities as installed, one thousand, one hundred & forty feet (1,140') in length, for an area of forty-five thousand, six hundred square feet (45,600 ft²) (hereinafter referred to as the "Temporary Access Construction Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the **Temporary Access Construction Easement** Area and Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the **Temporary Access Construction Easement** Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the **Temporary Access Construction Easement**, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the **Temporary Access Construction Easement** Area or interfere with the safe and reliable execution of survey activities.
4. Grantee shall remove any felled trees and dispose of them off-site.
5. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the **Temporary Access Construction Easement** Area, which may interfere with the exercise of the rights granted herein to Grantee.
6. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repairs shall be to a condition which is reasonably close to the condition prior to the damage and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
7. Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repairs shall be to a condition which is reasonably close to the condition prior to the damage and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, for the safe, reliable, and efficient operations to enter the site and perform the work described herein.
9. Notwithstanding anything to the contrary above, the general location of the Temporary Access Construction Easement is shown on the map attached hereto as EXHIBIT A and Marked with the words, **EXTENT OF TIPPMANN'S ACCESS**, said Exhibit A is incorporated herein by reference. The final and definitive location of the **Temporary Access Construction Easement** shall be in substantial compliance with the agreed upon marker.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns for the period of **six months** from the date that this agreement is signed to enter the Site and perform the work described above. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this Temporary Access Construction Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this
____ day of _____, 20____.

GUILFORD COUNTY

a body politic and corporate of the state of

North Carolina

_____(SEAL)
VICTOR ISLER, COUNTY MANAGER

Attest:

ROBIN KELLER, CLERK TO THE BOARD

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____
County, State of _____

_____, certify that VICTOR ISLER personally appeared before me
this day and acknowledged that he/she is CLERK TO THE BOARD of GUILFORD COUNTY,
a body politic and corporate of the state of North
Carolina, and that by authority duly given and as the act of said body politic and corporate of the
state of North Carolina, the foregoing EASEMENT was signed in its name by its COUNTY
MANAGER, sealed with its official seal, and attested by herself/himself as its CLERK TO THE
BOARD.

Witness my hand and notarial seal, this ____ day of _____, 20____.

Notary

Public:

Commission expires:

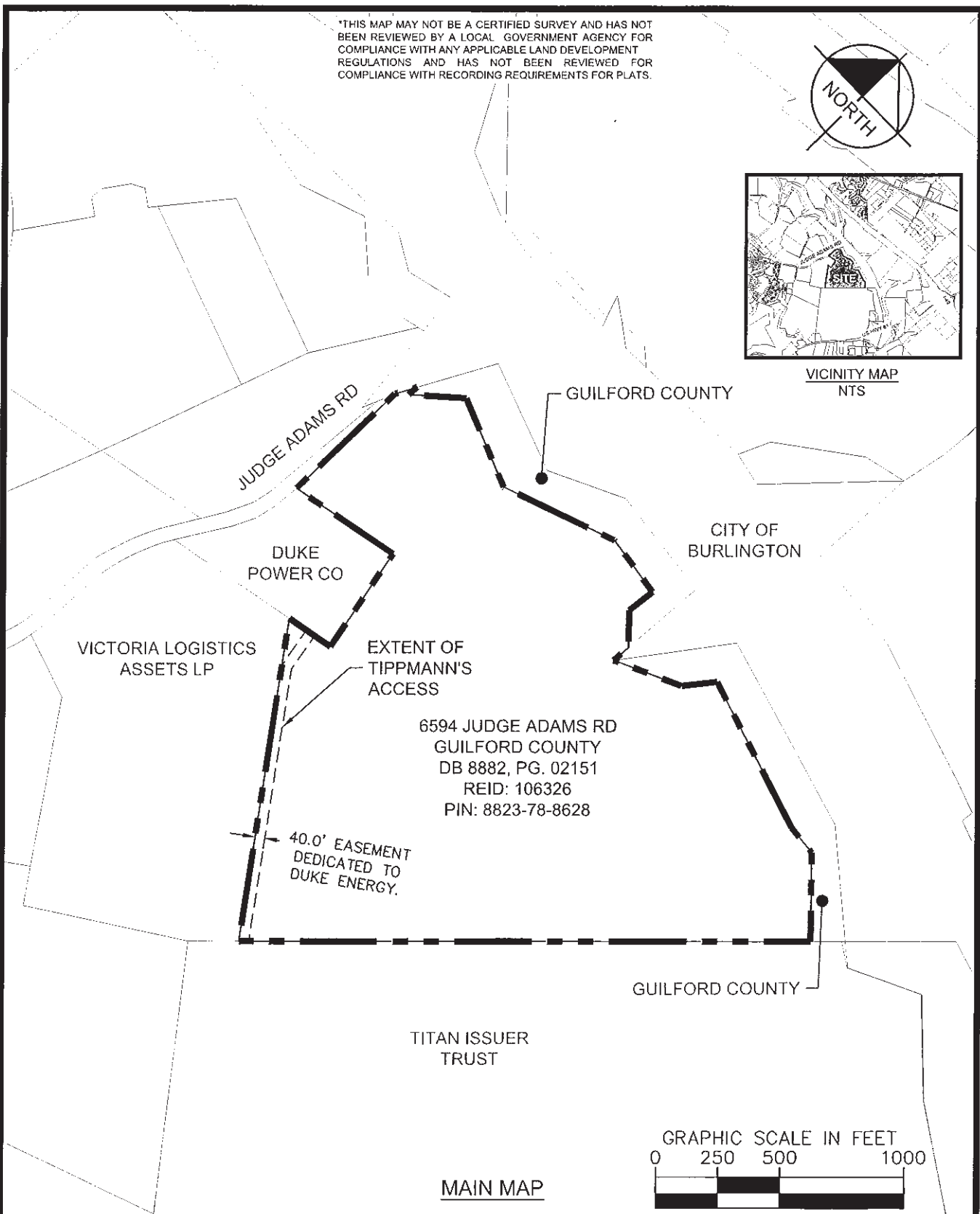
EXHIBIT A

*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.

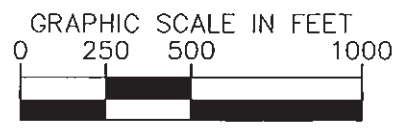


VICINITY MAP
NTS

Drawing name: K:\CHL_P6\18687 Tippmann Construction\009 Project Titan\02 - DWG\Exhibit\Tippmann Duke Easement.dwg Layout1 Mar 11, 2026 1:22pm by Laura Hershauer



MAIN MAP



**APPROXIMATE LOCATION OF TIPPMANN'S ACCESS
ACROSS GUILFORD COUNTY'S PROPERTY**
ADDRESS: 6594 JUDGE ADAMS RD. WHITSETT, NC 27377 GUILFORD CO.
SCALE: 1" = 500'

Kimley»Horn
DRAWN BY: LAURA HERSHAUER
DATE: 03-11-2026

NC LICENSE #P-0002
220 SOUTH TRYON STREET, SUITE 200
CHARLOTTE, NORTH CAROLINA 28202
PHONE 704-333-5131

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