Excise Tax $ _____

Prepared by/Return to: Kevin M. Muldowney, Vaughn & Melton
c/o JMT, 2550 West Tyvola Road., Ste 120
Charlotte, North Carolina 28217

STATE OF NORTH CAROLINA

DEED OF RIGHT OF WAY

COUNTY OF BUNCOMBE
TAX PARCEL: 0700-9011-6500-000

THIS DEED, made this 23rd day of July, 2025, between the TOWN OF BLACK MOUNTAIN, a municipal corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of 160 Midland Avenue, Black Mountain, North Carolina 28711, and situated in Buncombe County, North Carolina, (hereinafter referred to as "Grantor", whether singular or plural), and the TOWN OF BLACK MOUNTAIN, a municipal corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of 160 Midland Avenue, Black Mountain, North Carolina 28711, and situated in Buncombe County, North Carolina, (hereinafter referred to as "Grantee", whether singular or plural).

WITNESSETH:

A. Grantor is the owner in fee simple of that certain lot and parcel of real property located in Buncombe County, North Carolina, more particularly described in Exhibit A attached to and by this reference incorporated in this Agreement (the "Property").

B. Grantee intends to construct and maintain certain improvements and utilities for the public use upon the Property.

C. All construction of improvements upon the Property shall be in accordance with and pursuant to the construction plans and permits heretofore obtained by Grantee and available for public inspection, as may be from time to time amended, are referred to in this Agreement as the "Construction Plans" and "Permits," as the context might require.

D. In order to complete the Project pursuant to and in accordance with the terms of the Construction Plans and Permits, the Grantee requires a conveyance of the Property from the Grantor.

E. Grantor desires to convey the Property to Grantee for the construction and maintenance of those improvements or utilities required by the Construction Plans and Permits, but only as more specifically set forth in this Agreement and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey and dedicate unto the said Grantee, its successors and assigns, and the Grantee does hereby accept for public use, for construction, installation, and maintenance of certain improvements for the public benefit, all those certain lots, tracts, or parcels of land of the Grantor situated in Buncombe County, North Carolina, and more particularly described in Exhibit A, which is attached hereto and incorporated herein.

The Grantor acknowledges that the Grantee is obtaining the Property for the purpose of constructing, installing, maintaining, and repairing certain improvements and utilities for the public benefit.

The consideration set forth in this document shall be considered full compensation for the property, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, such as, but not limited to, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to sign, and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the aforesaid lots, tracts, or parcels of land and all privileges and appurtenances belonging thereto, unto the Town of Black Mountain, its successors and assigns for roadway and utility purposes forever, and the Grantor is hereby bound together with all heirs, executors, administrators, or successors to warrant and forever defend the right of way and easements granted herein unto the Town of Black Mountain, its successors and assigns, against the lawful claims of any person against this easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor(s) have hereunto set their hands and seal, the day and year first above written.

THE TOWN OF BLACK MOUNTAIN,
a North Carolina municipal corporation

ATTEST:

(SEAL)

Town Manager

Town Clerk

THE TOWN OF BLACK MOUNTAIN INCORPORATED MARCH 4, 1893 NORTH CAROLINA

NORTH CAROLINA

BUNCOMBE COUNTY

I, Tonya Carver Josh M. Harrold a Notary Public of said county and state, certify that personally came before me this day and acknowledged that he/she is Town Clerk of the Town of Black Mountain, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town Council of the Town of Black Mountain, the foregoing instrument was signed in its name and by its Town Manager, sealed with its corporate seal and attested by his/her as its Town Clerk.

Witness my hand and seal this 23rd day of July, 2025.

Tonya Carver

Notary Public

My Commission Expires: April 29, 2029

TONYA CARVER NOTARY My Comm. Exp. April 29, 2029 PUBLIC MCDOWELL COUNTY, NC

EXHIBIT A

RIGHT OF WAY AREA

Point of beginning being S 85°11'44" E, 602.06 feet from monument "GPS-1" having North Carolina State Plane coordinates (NAD83) of Northing 698840.49, Easting 1009759.69; thence from the Point of beginning to a point on a bearing of N 88°23'07" W 155.15 feet thence to a point on a bearing of N 81°04'06" W 245.85 feet; thence to a point on a bearing of N 89°45'51" W 80.19 feet; thence to a point on a bearing of N 04°10'14" E 28.71 feet; thence to a point on a bearing of S 85°49'09" E 244.15 feet; thence to a point on a bearing of S 04°10'18" W 8.00 feet; thence to a point on a bearing of S 82°07'23" E 43.07 feet; thence to a point on a bearing of N 04°10'18" E 10.78 feet; thence to a point on a bearing of S 85°49'09" E 192.87 feet; thence to a point on a bearing of S 04°10'07" W 36.60 feet; returning to the point and place of beginning.

PERMANENT UTILITY EASEMENT AREA

Point of beginning being S 88°24'23" E, 665.69 feet from monument "GPS-1" having North Carolina State Plane coordinates (NAD83) of Northing 698840.49, Easting 1009759.69; thence from the Point of beginning to a point on a bearing of S 04°10'07" W 36.59 feet thence to a point on a bearing of N 85°49'53" W 63.00 feet; thence to a point on a bearing of N 04°10'07" E 36.60 feet; thence to a point on a bearing of S 85°49'09" E 63.00 feet; returning to the point and place of beginning.

PERMANENT UTILITY EASEMENT AREA

Point of beginning being S 82°07'18" E, 447.96 feet from monument "GPS-1" having North Carolina State Plane coordinates (NAD83) of Northing 698840.49, Easting 1009759.69; thence from the Point of beginning to a point on a bearing of N 04°10'07" E 15.39 feet thence to a point on a bearing of S 88°23'07" E 155.15 feet; thence to a point on a bearing of S 77°36'48" W 56.15 feet; thence to a point on a bearing of N 89°23'42" W 101.37 feet; returning to the point and place of beginning.

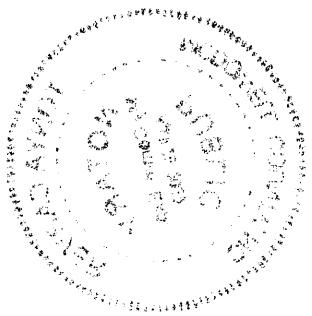
PERMANENT UTILITY EASEMENT AREA

Point of beginning being S 80°09'19" E, 353.75 feet from monument "GPS-1" having North Carolina State Plane coordinates (NAD83) of Northing 698840.49, Easting 1009759.69; thence from the Point of beginning to a point on a bearing of N 89°25'15" W 27.05 feet thence to a point on a bearing of N 04°10'07" E 18.00 feet; thence to a point on a bearing of N 85°49'53" W 56.00 feet; thence to a point on a bearing of N 64°59'41" W 71.69 feet;

thence to a point on a bearing of S 81°04'06" E 150.52 feet; thence to a point on a bearing of S 04°10'07" W 29.31 feet; returning to the point and place of beginning.

DRAINAGE UTILITY EASEMENT AREA

Point of beginning being S 84°05'22" E, 447.23 feet from monument "GPS-1" having North Carolina State Plane coordinates (NAD83) of Northing 698840.49, Easting 1009759.69; thence from the Point of beginning to a point on a bearing of S 04°10'07" W 15.39 feet thence to a point on a bearing of N 89°26'53" W 95.19 feet; thence to a point on a bearing of N 04°10'07" E 29.31 feet; thence to a point on a bearing of S 81°04'06" E 95.33 feet; returning to the point and place of beginning.



ACCEPTANCE

Accepted by the Black Mountain Town Council for and on behalf of the Town of Black Mountain, North Carolina, this 23rd day of July, 2025

THE TOWN OF BLACK MOUNTAIN,
a North Carolina municipal corporation

ATTEST:

(SEAL)

Town Manager

Town Clerk

NORTH CAROLINA

BUNCOMBE COUNTY

I, Tonya Carver a Notary Public of said county and state, certify that Josh Harrold personally came before me this day and acknowledged that he/she is Town Clerk of the Town of Black Mountain, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town Council of the Town of Black Mountain, the foregoing instrument was signed in its name and by its Town Manager, sealed with its corporate seal and attested by his/her as its Town Clerk.

Witness my hand and seal this 23rd day of July, 2025.

Tonya Carver
Notary Public

My Commission Expires: April 29, 2029

NOTARY PUBLIC TONYA CARVER MCDOWELL COUNTY, NC My Comm. Exp. April 29, 2029