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FORSYTH COUNTY NC FEE \$26.00
NO TAXABLE CONSIDERATION
PRESENTED & RECORDED
11/30/2023 12:00:05 PM
LYNNE JOHNSON
REGISTER OF DEEDS
BY: CARLA B FLEMING, DPTY
BK: RE 3783
PG: 3121 - 3127

Prepared by/Mail to Grant W. Almond, 1912 Eastchester Drive, Suite 400, High Point, NC 27265
NTC

**PERMANENT DRAINAGE, TEMPORARY CONSTRUCTION
AND GRADING EASEMENT**

THIS PERMAMANENT DRAINAGE, TEMPORARY CONSTRUCTION, AND GRADING EASEMENT (the "Easement") is entered into as of the 28 day of November, 2023, by and between **BPR WINSTON SALEM, LLC**, a North Carolina limited liability company (the "Grantor") and **3934 WINSTON SALEM, LLC**, a North Carolina limited liability company (the "Grantee").

RECITALS

A. Grantor is the successor Developer pursuant to that certain Declaration of Easements and Restrictions recorded in Book 3191, Page 1452, Forsyth County Registry (the "Declaration").

B. Grantee is the owner of certain real property located at 3934 Oxford Station Way, Winston Salem, North Carolina identified as Forsyth County Tax Parcel No. 6804760564000 (the "Grantee Property"). In addition, the Grantee Property is described in the Declaration as the "English Parcel".

C. Pursuant to the Declaration, Grantor has the unilateral right to permit Grantee, as owner of the English Parcel, to utilize the Storm Water Detention Facilities located within the Common Areas on Forsyth County Tax Parcel No. 6804763563000 (the "Easement Property").

D. In connection with Grantee's improvement of the Grantee Property it is necessary to change the grading on a portion of the Easement Property as shown and designated on Exhibit A attached hereto (the "Easement Area").

E. Grantor has determined that the grading of the Easement Area will serve to improve and further stabilize the Storm Water Detention Facilities located within the Drainage Areas on the Easement Property.

NOW THEREFORE, and in consideration of the premises contained herein, and other good and valuable consideration exchanged between the parties hereto, Grantor and Grantee hereby agree as follows:

Submitted electronically by "Wyatt Early Harris Wheeler LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Forsyth County Register of Deeds.

1. Grantor does hereby establish, give, grant and convey to Grantee, and its successor and assigns, a permanent right and easement to utilize the Storm Water Detention Facilities located with the Drainage Areas on the Easement Property.

2. Grantor does hereby establish, give, grant and convey to Grantee, and its successors and assigns, a non-exclusive temporary construction and grading easement (the "Temporary Easement") to clear, remove vegetation, grade, fill with dirt, install and construct, change the slope, seed with grass and otherwise landscape within the Easement Area, as required by Grantee's approved site plan and in accordance with any requirements of the City of Winston Salem. The Temporary Easement shall include a right of access outside of the Easement Area as reasonably necessary to construct the grading improvements.

3. Upon termination of the Temporary Easement, Grantee agrees to leave any disturbed area seeded and/or landscaped in the condition required by the approved site plan for Grantee's development and to otherwise restore the Easement Property to as good as its original condition. The Temporary Easement shall terminate when Grantee has received a certificate of occupancy in connection with the development of its hotel on the Grantee Property. Upon termination of the Temporary Easement, Grantee and its successors and assigns and any subsequent owners of the Grantee Property shall have no further obligation or responsibility to maintain or landscape the Easement Area.

4. The easements granted herein shall run with the land and inure to the benefit of the Grantee Property. All references herein to Grantor and Grantee shall also refer to their respective successors, heirs and assigns.

5. Grantee agrees to defend, indemnify and hold harmless Grantor and the Easement Property owner from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, arising from Grantee's use of the Easement Property or from the exercise by Grantee of any rights granted by this Agreement.

6. This Agreement may be modified or amended in writing and signed by all parties to this Agreement.

7. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, shall be binding concerning the subject matter of this Agreement.

8. The failure of the parties to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9. Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.

10. Each of the parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

11. The terms and conditions of this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and shall not be amended, terminated, rescinded or modified in any manner other than by written agreement of the parties recorded in the appropriate records of Forsyth County, North Carolina.

12. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed in their respective names by their duly authorized representatives, effective as of the day and year first above written.

GRANTOR:

BPR WINSTON SALEM, LLC

By: 
Bhupendra Patel, Manager

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

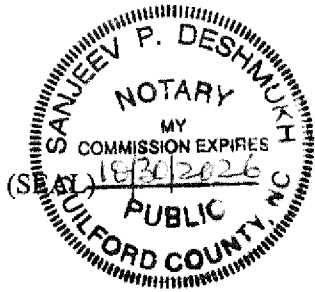
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bhupendra Patel.

Date: 10/18/2023



Name: SANJEEV P. DESHMUKH, Notary Public

My Commission Expires: 10/30/2026



IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed in their respective names by their duly authorized representatives, effective as of the day and year first above written.

GRANTEE:

3934 WINSTON SALEM, LLC

By: [Signature]
Birju Patel, Manager

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Birju Patel.

Date: 10/23/2023

[Signature]

Name: SANJEEV P. DESHMUKH, Notary Public

My Commission Expires: 10/30/2026

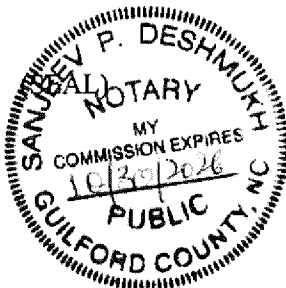
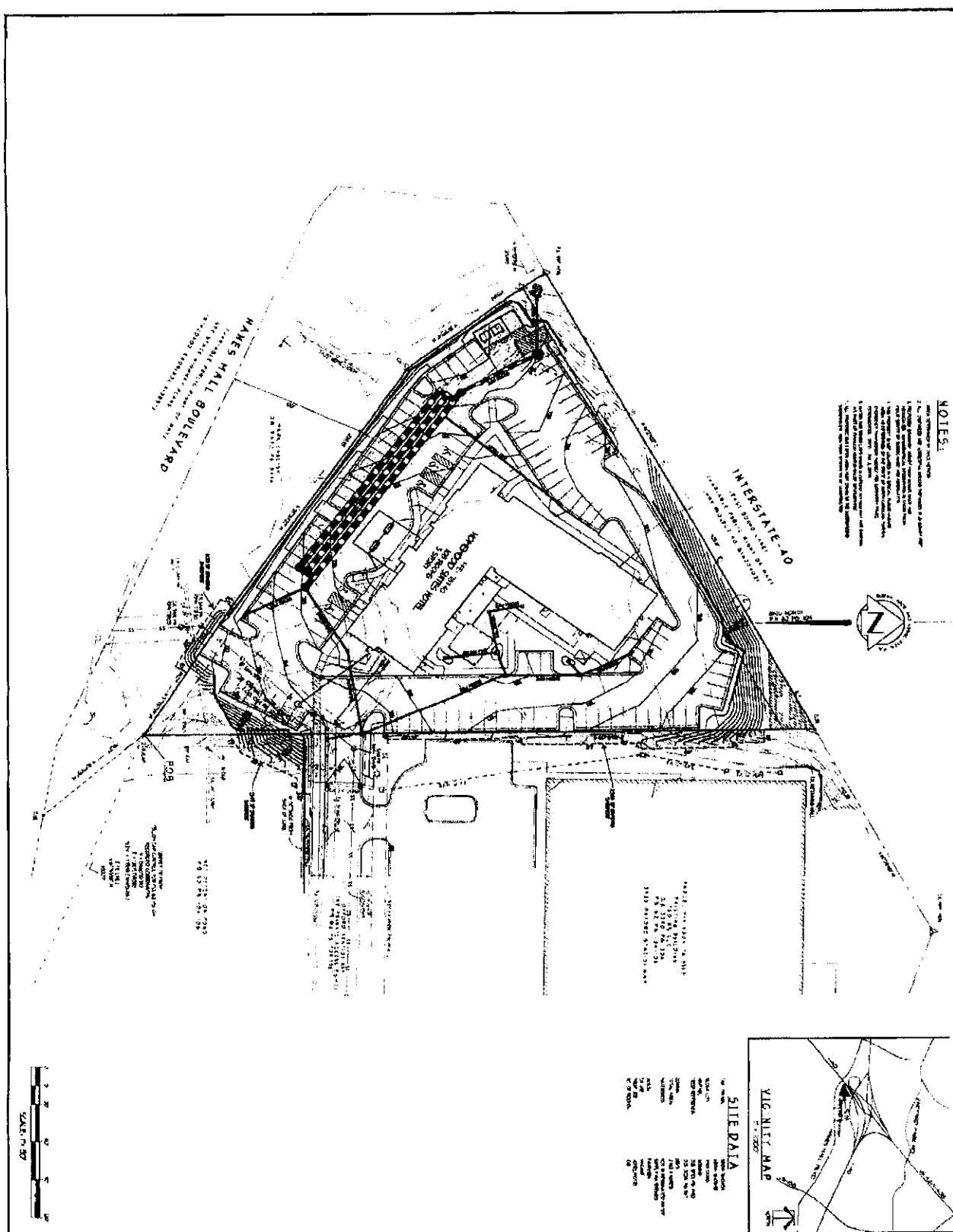


EXHIBIT A

[ATTACH EASEMENT MAP]



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.

BWA

FREE INQUIRY
NOT FOR
CONSTRUCTION

HOMEROOD SUITES
BY HILTON
3434 OXFORD STATION WAY
KINISON TOWNSHIP FORSYTH COUNTY
KINISON SALEM NORTH CAROLINA

2024 RELEASE UNDER E.O. 14176

LAND DEVELOPMENT
PLAN

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