

# WAKE COUNTY FINANCIAL RESPONSIBILITY/OWNERSHIP FORM SEDIMENTATION POLLUTION CONTROL ACT

No person may initiate any land-disturbing activity on one or more acres as covered by the Wake County Unified Development Ordinance before this form and an acceptable erosion and sedimentation control plan have been completed and approved by Wake County Department of Environmental Services, Water Quality Division. (Please type or print and, if the question is not applicable, place N/A in the blank.)

Part A

i ai		
1.	1. Project Name STOPAGE MAX ZEBUL	501
<b>2</b> .	2. Location of land-disturbing activity: Jurisdiction(Wa	ike Co. or Municipality)
	Highway/Street Proctor Stratitude 35.37029 Pongitude	
3.		
4.		
5.		
6.	6. Person to contact should erosion and sediment control issues arise during land-	disturbing activity:
	Name KETTH GETTLE PE E-mail Address K-PGET	Tuse Gran. (
	Name KEITH GETTU RE E-mail Address 149657 919-210-3934 Telephone Cell # Fax #	
7		
7.	(-) - · · · · · · · · · · · · · · · · · ·	
	SHERARD SCHOOL, MC 919-69 Name(s) Telephone	
		Fax or E-mail address
	2700 GRESHAN CAKE   Current Mailing Address Current Street Address	
	City State Zip City State	Zin
•		Zip
8.	B. Deed Book No. 019275 Page No. 02209 Provide a copy of	the most current deed.
Part	Part B.	
1.	ng activity (Provide a sted information):	
	ALLEN MASSEY STORTCAOL	, Com
	Name E-mail Address	
	2700 GRESMAN LOKE RAWEIGIN M	1C 27615
	Current Mailing Address Current Street Address	
	City State Zip City State	Zip
	GIO STORITO POL	
	Telephone 119-604-0395 Fax Number	

2. (a) If the Financially Responsible Party is not a resident of Wake County, identify a designated agent in Wake County to receive any notice, process, pleading in any action or legal proceeding arising out of any matter relating to the Wake County Erosion and Sedimentation Control Ordinance and/or Land Disturbance Permit:

Name Current Mailing Address			E-mail Address Current Street Address		
Telephone			Fax Number		

(b) If the Financially Responsible Party is a Partnership or other person engaging in business under an assumed name, **attach a copy of the Certificate of Assumed Name.** If the Financially Responsible Party is a Corporation, give name and street address of the Registered Agent:

Name of Registered Agent Current Mailing Address			E-mail Address		
			Current Street Address		
City	State	Zip	City	State	Zip
Telephone			Fax Number		enerate and the operation of the second s

The above information is true and correct to the best of my knowledge and belief and was provided by me under oath (This form must be signed by the Financially Responsible Person if an individual or his attorney-in-fact, or if not an individual, by an officer, director, partner, or registered agent with the authority to execute instruments for the Financially Responsible Person). I agree to provide corrected information should there be any change in the information provided herein.

1

E. ALLEN MASSEY	MEMBER MANAGER
Type or print mame	Title or Authority
4 Me Many	7-6.23
Signature	Date
I, JANET C MILLS	, a Notary Public of the County of
State of North Carolina, hereby cer personally before me this day and being of	tify that <u>E.AMEN MASSE</u> appeared duly sworn acknowledged that the above form was executed by him.
Witness my hand and notarial seal, this	6 day of JULY , 20 <u>23</u>
NOTARL	Notary Mull
Seal	My commission expires 4.29.27
COUNT	Internet

conflicts of laws provisions thereof.

11.9. <u>Severability</u>. If any provision, sentence, phrase, or word of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase, or word to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby.

11.10. <u>Agreement in Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages; all of such signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

11.11. <u>Tax Matters Manager</u>. For purposes of this Agreement, the Manager may designate himself or another Person as the Tax Matters Manager.

11.12. <u>Creditors Not Benefitted</u>. Nothing in this Agreement is intended to benefit any creditor of the Company or of any Member. No creditor of the Company or of any Member will be entitled to require the Members to solicit or accept any loan or additional capital contribution for the Company or to enforce any right which the Company or any Member may have against a Member, whether arising under this Agreement or otherwise.

IN WITNESS WHEREOF, the undersigned, being all of the Members of the Company, have caused this Agreement to be duly adopted by the Company and do hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.

#### SHEPARD SCHOOL, LLC

By: ESMOND & WILLIAM, LLC, Member Allen Massey, Manager

By: BLUEBILL DEVELOPMENT, LLC, Member

By: Robert High, Member E. Allen Massey, Manager Robert High, Manager

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WAKE COUNTY, NC TAMMY L. BRUNNER REGISTER OF DEEDS PRESENTED & RECORDED ON 03-03-2023 AT 08:46:16 STATE OF NC REAL ESTATE EXCISE TAX: \$2,400.00 BOOK: 019275 PAGE: 02208 - 02210

### NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax:	42400.W
Parcel ID:	0044791
Mail/Box to:	Grantee
Prepared by:	W. Thurston Debnam, Jr. (wk) Smith Debnam, Attorneys
Brief	
description	6.50 Acres, SR 2320 and SR 2406
for the Index:	

THIS SPECIAL WARRANTY DEED ("Deed") is made on the day of March, 2023, by and between:

GRANTOR	GRANTEE
TWIN AGRI-SERVICES, INC.,	SHEPARD SCHOOL, LLC,
A North Carolina corporation	A North Carolina limited liability company
P.O. Box 10	2700 Gresham Lake Road
Zebulon, NC 27597	Raleigh, NC 27615

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in Wake County, North Carolina and more particularly described as follows (the "Property"):

See attached Exhibit A.

Submitted electronically by "Smith Debnam Narron Drake Saintsing & Myers, LLP" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

Page 1 of 2

NC Bar Association Real Property Section Form No. 6 © Revised 02/2021 Printed by Agreement with the NC Bar Association All or a portion of the Property was acquired by Grantor by instrument recorded in Book 11740, page 2641.

All or a portion of the Property  $\Box$  includes or  $\boxtimes$  does not include the primary residence of a Grantor.

A map showing the Property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor shall warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

- 1. 2023 Wake County property taxes, not yet due and payable.
- 2. Public utility easements and rights of way to public roads and streets.
- 3. Restrictions, easements and rights of way of record.

IN WITNESS WHEREOF, Grantor has duly executed this North Carolina Special Warranty Deed, if an entity by its duly authorized representative.

Name:

Name:

Name:

Name:

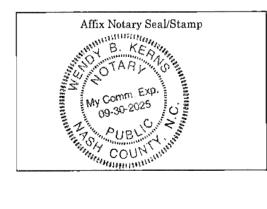
#### TWIN AGRI-SERVICES, INC.

Entity Name Laura Ann Gay Name Title: Vice President

By: Name: Title:

COUNTY OF U STATE OF

I <u>WIRE KLINS</u>, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the <u>day</u> of March, 2023 each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): <u>Laura Ann Gay, Vice President</u>.



Notary Public (Official Signature My commission expires:

Page 2 of 2

NC Bar Association Real Property Section Form No.  $6 \\ \odot$  Revised 02/2021 Printed by Agreement with the NC Bar Association

## Exhibit A

BEGINNING at an existing PK nail in the centerline of SR 2320, and being approximately 365 feet northwest of the intersection of SR 2320 and SR 2406; thence along the property line of Wakefield Baptist Church North 05°15'00" East 29.42 feet to an existing iron in the north right-of-way line of SR 2320; thence along the Wakefield Baptist Church property line North 05°15'00" East 288.20 feet to a new iron in said property line; thence along a new line North 19°10'19" East 122.27 feet to a new iron in said property line; thence North 07°57'45" West 281.37 feet to a new iron, the corner of the Wakefield Baptist Church and Massey properties; thence along the Massey property line the following courses and distances:

North 56°32'36" East 129.62 feet to a new iron;

North 82°57'56" East 228.15 feet to a new iron in the west right-of-way line of SR 2406;

thence North 82°57'56" East 50.06 feet to a new PK nail in the centerline of SR 2406; thence along said centerline the following courses and distances:

South 04°05'44" East 59.95 feet to a new PK nail;

South 05°19'45" East 178.53 feet to a new PK nail;

South 05°12'20" East 358.05 feet to a new PK nail; thence along the centerline of a branch, which is the property line, a course with the following reference points:

South 39°22'38" West 118.65 feet to a new iron;

South 39°21'57" West 196.26 feet to a new iron;

South 29°00'27" West 103.03 feet to a new PK nail in the centerline of SR 2320; thence along said centerline the following courses and distances:

North 63°32'55" West 122.53 feet to a new PK nail;

North 62°13'00" West 122.56 feet to an existing PK nail, the point and place of beginning, and containing 7.386 gross acres and 6.500 net acres, more or less, excepting therefrom the right-of-way of SR 2406 and SR 2320, all according to a map and survey by W. David Hawkins, Registered Land Surveyor, entitled "Property Survey For Andy W. Gay & Randy A. Gay," dated October 8, 1985.