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DAVIDSON COUNTY NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED

05/29/2025 02:55:27 PM

MICHAEL E. HORNE

REGISTER OF DEEDS

BY: NATASHA MCKENZIE

DEPUTY

BK: DE 2703

PG: 541 - 550

Prepared by and return to:
Sydney S. Santos
Blanco Tackabery & Matamoros, P.A.
P.O. Drawer 25008
Winston-Salem, NC 27114-5008

PERMANENT LANDSCAPING EASEMENT

29th THIS PERMANENT LANDSCAPING EASEMENT (this "Easement") made this day of May, 2025 from PMA I Holdings, LLC, a North Carolina limited liability company ("PMA") and Meadowfield HOA, Inc., a nonprofit North Carolina corporation ("Meadowfield HOA", and collectively with PMA, the "Grantors") to Meadowfield Terrace Homeowners Association, Inc, a North Carolina nonprofit corporation (the "Grantee").

RECITALS:

A. PMA is the owner in fee simple of the real property located in Davidson County, North Carolina, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "PMA Property").

B. Meadowfield HOA is the owner in fee simple of the real property located in Davidson County, North Carolina, more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "Meadowfield HOA Property", and collectively with the PMA Property, the "Grantor Property").

C. The PMA Property is subject to that certain Second Tier Declaration of Covenants, Conditions and Restrictions for Meadowfield Terrace recorded on July 8, 2024, in Book 2656, Page 2245, Davidson County Registry (the "Declaration"), which is incorporated herein by reference.

D. Under the terms and provisions of the Declaration, the Grantee is responsible for maintenance of the PMA property, including landscaping.

E. The Grantee has requested that the Grantors grant to the Grantee a permanent easement for access over and across a portion of the PMA Property and the Meadowfield HOA Property to enable the Grantee to perform the Grantee's maintenance obligations under the Declaration, as more particularly described in this Easement.

Submitted electronically by "Blanco Tackabery & Matamoros, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Davidson County Register of Deeds.

BT:1015047v3

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NOW THEREFORE, the Grantors, for themselves and their successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants the following:

GRANT OF EASEMENT

The Grantors establish, give, grant, and convey to the Grantee, its agents, contractors, successors and assigns, a permanent non-exclusive right, privilege and easement (the "Landscaping Easement") over and across the areas identified as "Proposed Landscape Easement 1" and "Proposed Landscape Easement 2" on the diagram attached hereto as **Exhibit C** (the "Easement Areas"), for the purpose of maintaining, preserving, and or improving the existing landscaping via: planting, pruning, removing and replacing trees, shrubs, and grass; mowing; grounds maintenance (such as appropriate fertilizing and weed remediation); irrigation; spreading pine needles (or mulch); and or planting seasonal flowers as desired by the Grantee within the Easement Areas. The Grantors also establish, give, grant, and convey along with the Landscaping Easement to the Grantee, its agents, contractors, successors and assigns, the full and free right of ingress and egress over and across the Easement Areas and the adjoining Grantor Property for the purposes of ingress and egress for the maintenance of the Easement Areas. The Grantee, its successors and assigns, shall maintain the landscaping within the Easement Areas at its sole cost and expense, and as provided in the Declaration.

GRANTOR'S WARRANTIES AND COVENANTS

1. The Grantors warrant to the Grantee that the Grantors are the fee owners of the Easement Areas free and clear of all encumbrances and that the Grantors have full right and authority to convey the foregoing easement rights. Meadowfield HOA warrants to the Grantee that it has authority under N.C.G.S. § 47F-3-102(9) to convey the foregoing easement rights.

2. The Grantors covenant to Grantee, its successors and assigns, that the Grantors will defend the title to the Easement Areas against the lawful claims of persons whomsoever, except for easements and restrictions of record.

3. The Grantors, their successors and assigns, shall not, without the Grantee's express prior written consent, which the Grantee may withhold in the Grantee's sole discretion, utilize the Easement Areas in any manner which interferes with the Grantee's rights under this Easement.

4. The Grantors, its successors and assigns, shall pay all ad valorem taxes for the Easement Areas before delinquency and shall indemnify and shall release the Grantee from any liability arising from the Grantors' failure to pay said taxes.

GENERAL PROVISIONS

1. The Grantee shall indemnify and release the Grantors from any liability arising from all actions, claims, fines, penalties, liabilities, damages, costs and expenses of any kind, including reasonable attorneys' fees actually incurred, arising out of or relating to Grantee's, or its agents', employees', or contractors' actions or omissions on or about the Easement Area, including but not limited to any failure of Grantee to maintain the Easement Areas as required pursuant to this section. Notwithstanding the foregoing, the aforementioned indemnity shall not apply to the extent that any liabilities, judgments, demands, causes of action, claims, losses,

damages, costs, and expenses arise from or are caused by the negligence or willful misconduct of the Grantors, their licensees or invitees.

2. The Grantee, its heirs, successors and assigns, shall be responsible for maintaining the Easement Areas and preserving (and or improving in the discretion of the Grantee) the condition of the existing landscaping, vegetation, and supplemental plantings in the Easement Areas. Provided, however, the Grantee shall not be responsible for repairing any damage that is caused by the willful or negligent misconduct of the Grantors, their licensees or invitees.

3. The Grantee its heirs, successors and assigns, shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance against claims for property damage occurring upon, and about the Easement Areas.

4. In the event that the existing landscaping, vegetation, and supplemental plantings in the Easement Areas are not maintained and preserved as required by the terms of this Easement, then the Grantors shall provide notice to the Grantee of such default, and the Grantee shall have a period of fourteen (14) days from receipt of such notice to restore the Easement Areas to an acceptable condition, in the sole discretion of the Grantors; provided, in the event that the condition is not capable of being restored within fourteen (14) days, so long as the Grantee is diligently pursuing such restoration, the Grantee shall have an additional fourteen (14) days to complete such restoration. In the event that Grantee fails to cure a default after notice under this provision, then Grantor shall be entitled to restore the Easement Areas to an acceptable condition. As provided in part 1 of this section, Grantors are entitled to recover any and all costs and expenses of any kind that they incur in the event they restore the Easement Areas.

5. This Easement and rights and conditions set forth herein are covenants running with the land and are granted for the benefit of the Grantee, its successors and assigns. This Easement is binding upon each future owner(s) of fee simple title to all or part of the Easement Areas.

6. No waiver of any breach of the easement, covenants, or agreements contained herein shall be construed as, or constitute a waiver of, any other breach of the same or any other provisions, or any default hereunder, nor shall the same constitute a waiver of, acquiescence in, or consent to any further other succeeding breach.

7. If any term of this Easement is held invalid to any extent, the remaining terms and provisions shall remain valid and enforceable to the fullest extent permitted by law.

8. Each of the recitals set forth above are fully incorporated herein.

[Separate Signature Page Follows]

**SEPARATE SIGNATURE PAGE TO
PERMANENT LANDSCAPING EASEMENT**

IN WITNESS WHEREOF, the Grantors have executed this Easement as of the date first mentioned above.

GRANTOR:

PMA I HOLDINGS, LLC

By: [Signature]
Name: Stuart C. Parks
Title: Managing Member

STATE OF N.C.)
) SS:
COUNTY OF Forsyth)

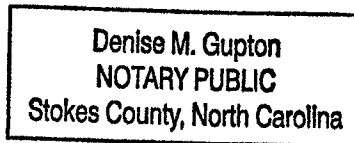
I, a Notary Public in and for Stokes ~~said~~ County and State, certify that Stuart C. Parks, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is the Managing Member of PMA I HOLDINGS, LLC, a North Carolina limited liability company, and that (s)he, as the Managing Member voluntarily executed the foregoing instrument on behalf of said company.

Date: 3/5/25

[Signature]
Notary Public Denise M. Gupton

My commission expires: Nov 15 2028

(Affix Notarial Seal)



**SEPARATE SIGNATURE PAGE TO
PERMANENT LANDSCAPING EASEMENT**

IN WITNESS WHEREOF, the Grantee has executed this Easement as of the date first mentioned above.

GRANTEE:

MEADOWFIELD TERRACE HOMEOWNERS
ASSOCIATION, INC.

a North Carolina nonprofit corporation

By: [Signature]
Name: MILT RHODES
Title: PRES.

STATE OF NC)
) SS:
COUNTY OF Forsyth)

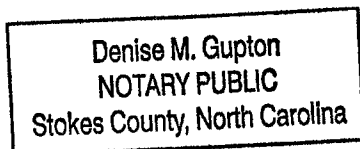
I, a Notary Public in and for Stokes ~~said~~ County and State, certify that Milt Rhodes, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is the President of Meadowfield Terrace Homeowners Association, Inc., a North Carolina nonprofit corporation, and that (s)he, as the President, voluntarily executed the foregoing instrument on behalf of said company.

Date: 5/13/25

[Signature]
Notary Public Denise M. Gupton

My commission expires: Nov 15, 2028

(Affix Notarial Seal)



SEPARATE SIGNATURE PAGE TO
PERMANENT LANDSCAPING EASEMENT

IN WITNESS WHEREOF, the Grantors have executed this Easement as of the date first mentioned above.

GRANTOR:

MEADOWFIELD HOA, INC.
a North Carolina nonprofit corporation

By: Eugene A. Seiber III
Name: Eugene A. Seiber III
Title: President Meadowfield HOA

STATE OF N.C.)
COUNTY OF Davidson) SS:
Davidson

I, a Notary Public in and for ~~said~~ County and State, certify that Eugene A. Seiber III, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is the President of Meadowfield HOA, Inc., a North Carolina nonprofit corporation, and that (s)he, as the President, voluntarily executed the foregoing instrument on behalf of said company.

Date: 05/29/2025

My commission expires: 02/10/2029 Hayley J. Fulk
Notary Public Hayley J Fulk

(Affix Notarial Seal)

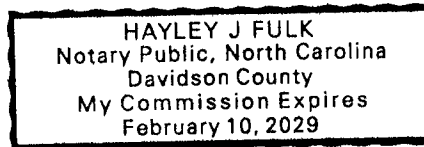


Exhibit A

PMA Property

BEING those certain lots known and designated as “Tract 27 Common Area” on the plat entitled “Final Plat for Meadowfield Terrace” recorded in Plat Book 89, Page 50, Davidson County Registry, and “Tract 1 Common Area” on the plat entitled “Final Plat Meadowfield Terrace Lots 1, 2, 3 and 4 of Plat Book 89, Pages 49-53” recorded in Plat Book 92, Page 79, Davidson County Registry.

Exhibit B

Meadowfield HOA Property

BEING that certain lot known and designated as “Amenities Common Area MC5” on the plat entitled “Meadowfield Common Areas MC3 – MC 5” recording in Plat Book 53, Page 17, Davidson County Registry.

Exhibit C
Landscaping Easement Exhibit

Landscaping Easement Exhibit

