

W-1328 Sub 4

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MCDOWELL COUNTY NC FEE \$26.00

PRESENTED & RECORDED

02/27/2023 12:41:31 PM

LYDIA TILLEY EFFLER

REGISTER OF DEEDS

BY: SARA GARDNER

DEPUTY REGISTER OF DEEDS

BK: CRP 1427

PG: 669 - 681

STATE OF NORTH CAROLINA

GENERAL ASSIGNMENT

COUNTY OF MCDOWELL

Drafted by: Logan K. Wagoner, Esq., Beckemeier LeMoine Law
13421 Manchester Rd., Suite 103
Saint Louis, MO 63131

Jonathan S. Raymer, Esq., Law Firm Carolinas
3623 N. Elm St., Suite 200
Greensboro, NC 27455

By and between **BEAR DEN ACRES DEVELOPMENT, INC.**, a NC corporation, and **BEAR DEN MOUNTAIN RESORT, INC.**, a NC corporation (together as "Assignor") and **RED BIRD UTILITY OPERATING COMPANY, LLC**, a NC limited liability company (as "Assignee").

submitted electronically by "Black, Slaughter & Black, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the McDowell County Register of Deeds.

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Aug 02 2023

GENERAL ASSIGNMENT

This General Assignment ("Assignment") is executed as of the 23rd day of February, 2023 by BEAR DEN ACRES DEVELOPMENT, INC., a North Carolina corporation and BEAR DEN MOUNTAIN RESORT, INC., a North Carolina corporation (together "Assignor"), in favor of RED BIRD UTILITY OPERATING COMPANY, LLC, a North Carolina limited liability company ("Assignee") (Assignee's Mailing Address: 1650 Des Peres Rd., Ste. 303, St. Louis, MO 63131).

RECITALS

WHEREAS, Concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in McDowell County, North Carolina and described in a General Warranty Deed, dated on today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale, dated on today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Agreement for Sale of Utility System dated October 23, 2019, by and between Assignor, as Seller, and Assignee or its affiliate, as Buyer ("Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the water system main lines, appurtenances and other assets, up to the point of interconnection between the utility and the customer, pertaining to the provision of water service in and to the System, as such term is defined in the Purchase Agreement, which provides water service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in McDowell County, North Carolina (the "System").

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor's rights to operate, maintain and service the main lines of the water system in the System, including but not limited to, the right to collect assessments and/or fees.

WHEREAS, Assignor has agreed to assign to Assignee, all its right, title and interest in any licenses, permits, certificates of public convenience and necessity, leases, contracts and agreements that pertain to the Assets or water service in and to the System.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to any easements in and to the System (the "Easements").

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

Assignor hereby assigns, conveys, transfers and sets over unto Assignee, free of all liens and encumbrances, all of Assignor's right, title and interest in and to:

- A. Easements in the System;
- B. The main lines of the water system, appurtenances and other assets pertaining to the provision of the water service in and to the System, including without limitation, the following:
 - a. Buildings, easements, rights of way, licenses, permits and leases;

- b. All water lines, pipes, wells, well houses, tanks, pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items, if any and specifically excluding those being retained by Bear Den Mountain Resort, Inc., used in connection with the water system;
 - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in McDowell County, North Carolina, and used or held for use in connection with the System, if any and specifically excluding those being retained by Bear Den Mountain Resort, Inc;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
 - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
 - f. All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;
 - g. All indemnities or claims with respect to the System;
 - h. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
 - i. All assets not described which are located in McDowell County, North Carolina, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents:
- a. All plats located within the area described on **EXHIBIT A**;
 - b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents;
 - c. Warranty Deed and Conveyance of Right of Way Easements, recorded June 15, 1994 in Book 474, Page 724, in the Register of Deeds office in McDowell County, North Carolina;
 - d. Agreement as to Easements, recorded September 23, 1998 in Book 569, Page 996, in the Register of Deeds office in McDowell County, North Carolina;
 - e. Agreement as to Easements, recorded November 22, 2013 in Book 1116, Page 918, in the Register of Deeds office in McDowell County, North Carolina;

- f. Warranty Deed, recorded December 22, 2016 in Book 1200, Page 1006, in the Register of Deeds office in McDowell County, North Carolina.
- D. The rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees. All operation, maintenance and service of the System shall be subject to the Road Quality and Service Standards Assertions attached hereto as **EXHIBIT B**.

Assignor hereby represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious and adverse manner for a time period in excess of twenty (20) years prior to the date of this Assignment.

2. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of North Carolina.

3. Further Assurances. Assignor agrees to execute and deliver to Assignee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Assignment.

4. Attorneys' Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Assignment, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Assignor arising under the Purchase Agreement or the closing of the transactions contemplated therein, other than the obligation to execute and deliver to Assignee this Assignment at Closing (as defined in the Purchase Agreement).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, by and through their duly authorized representatives, and caused these presents to be executed the date and year first above written.

[SIGNATURE PAGES FOLLOW]

BEAR DEN MOUNTAIN RESPORT, INC., a North Carolina corporation

By: *Mark A. Krauss*
Mark A. Krauss

Title: President

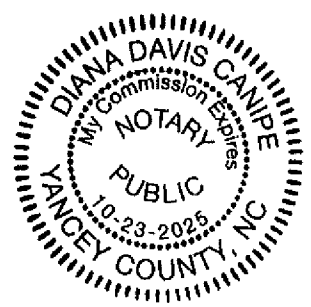
STATE OF NORTH CAROLINA)
COUNTY OF *Yancey*) SCT.

The foregoing General Assignment was acknowledged, signed and sworn to before me on this *23* day of *Feb*, 2023 by Mark A. Krauss, as President of Bear Den Mountain Resort, Inc., a North Carolina corporation, who stated that he was authorized to execute this document on behalf of the corporation.

Diana Davis Canipe
NOTARY PUBLIC

(AFFIX NOTARY SEAL)

My Commission Expires: *10-23-25*



ASSIGNEE:

RED BIRD UTILITY OPERATING COMPANY, LLC, a North Carolina limited liability company

By: CENTRAL STATES WATER RESOURCES, INC., its manager

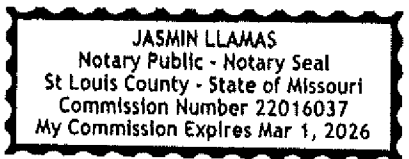
By: [Signature]
Josiah M. Cox, President

STATE OF MISSOURI)
) SCT.
COUNTY OF ST. LOUIS)

The foregoing General Assignment was acknowledged, signed and sworn to before me on this 23rd day of FEBRUARY, 2023 by JOSIAH M. COX, President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of RED BIRD UTILITY OPERATING COMPANY, LLC, a North Carolina limited liability company, who stated that he was authorized to execute this document.

[Signature]
NOTARY PUBLIC

(AFFIX NOTARY SEAL)



My Commission Expires: 3.1.26

EXHIBIT A

Being the service area of waterlines of Bear Den Mountain Resort, Inc., located in McDowell County, North Carolina in the North Cove Township, encompassing the Bear Den Acres Subdivision, and being more particularly described as follows:

To locate the POINT OF BEGINNING, commence at the NGS concrete monument "Cavern" PID FA3589 (N:796944.47 E:1120996.14), and run South 83°48'22" West, 779.67 feet to a five-eighths inch rebar found (N:796860.37 E:1120221.19) at a common property corner of the parcels shown in Plat Book 27, Page 35 and Plat Book 26, Page 98 of the McDowell County Public Registry, and on the southeastern right-of-way line of Bear Cub Drive, and being the point of beginning of the service area herein described; thence from said POINT OF BEGINNING crossing Bear Cub Drive, North 50°14'27" West, 30.85 feet to a point on the northwestern right-of-way line of said drive; thence with said right-of-way line the following three (3) courses and distances: (1) South 35°14'20" West, 151.35 feet to a point; thence South 36°35'43" West, 5.62 feet to a point; thence South 50°37'43" West, 65.39 feet to a point; thence crossing Bear Cub Drive, South 27°20'29" East, 138.25 feet to a point at a common property corner of Lot 29 and the 208.32 acre parcel shown in Plat Book 26, Page 98; thence with the common property lines of the 208.32 acre parcel and Lots 1, 2, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, and 29 (PB 26/PG 98) the following sixteen (16) courses and distances: (1) South 55°20'37" West, 104.68 feet to a point; (2) South 63°59'49" West, 100.02 feet to a point; (3) South 63°39'01" West, 90.40 feet to a point; (4) South 60°26'19" West, 79.18 feet to a point; (5) South 53°31'49" West, 81.78 feet to a point; (6) South 32°53'19" West, 88.46 feet to a point; (7) South 27°13'07" West, 84.53 feet to a point; (8) South 26°27'13" West, 96.49 feet to a point; (9) South 23°40'01" West, 91.72 feet to a point; (10) South 07°35'49" West, 101.45 feet to a point; (11) South 10°24'13" West, 111.37 feet to a point; (12) South 17°10'42" West, 137.42 feet to a point; (13) South 42°09'13" West, 65.99 feet to a point; (14) South 34°03'43" West, 135.91 feet to a point; (15) South 24°02'25" West, 93.96 feet to a point; and (16) South 20°08'31" West, 105.85 feet to a point on the northern right-of-way line of Bear Cub Drive; thence leaving said common property lines, and with the property lines of the 208.32 acre tract and said right-of-way line the following six (6) courses and distances: (1) North 82°44'29" East, 100.12 feet to a point; (2) North 84°58'17" East, 86.62 feet to a point; (3) South 87°09'05" East, 35.40 feet to a point; (4) South 68°30'01" East, 25.61 feet to a point; (5) South 44°06'46" East, 33.01 feet to a point; and (6) South 04°25'24" East, 2.68 feet to a point at a common property corner of Lot 43 and the 208.32 acre tract; thence leaving said right-of-way line, and with the common property lines of the 208.32 acre tract and Lots 36, 40A, 41A, 42A, 43, 46A, 46B, and 47 (PB 26/PG 98) the following nine (9) courses and distances: (1) South 68°13'59" East, 186.43 feet to a point; (2) North 06°38'47" West, 134.38 feet to a point; (3) North 50°26'26" East, 120.94 feet to a point; (4) North 54°16'55" East, 173.14 feet to a point; (5) North 64°07'19" East, 187.38 feet to a point; (6) North 79°32'45" East, 272.71 feet to a point; (7) North 51°28'01" East, 230.07 feet to a point; (8) South 40°29'41" East, 173.91 feet to a point; and (9) South 52°54'31" West, 272.09 feet to a point on the northern right-of-way line of Bear Wallow Drive; thence leaving said common property lines, and crossing Bear Wallow Drive, South 71°57'35" East, 49.53 feet to a point on the southern right-of-way line of Bear Wallow Drive and at a common property corner of Lot 45 and the 208.32 acre tract; thence with the common property lines of the 208.32 acre tract and Lots 30 and 45 (PB 26/PG 98) the following four (4) courses and distances: (1) South 20°46'35" East, 43.84 feet to a point; (2) South 66°46'17" West, 45.83 feet to a point; (3) South 23°31'05" East, 141.90 feet to a point; and (4) South 60°37'01" West, 150.90 feet to a point on the

right-of-way of the cul-de sac of Overlook Drive; thence leaving said common property lines, and with the property line of the 208.32 acre tract and said right-of-way line, along a curve to the right, having a radius of 30.34 feet, a chord bearing of South 17°50'55" West, and a chord distance of 44.02 feet, an arc length of 49.25 feet to a point at a common property corner of Lot 29 and the 208.32 acre tract; thence leaving said right-of-way line, and with the common property lines of the 208.32 acre tract and Lots 24, 25, 26, 27, 28, and 29 (PB 26/PG 98) the following nine (9) courses and distances: (1) South 25°00'17" East, 17.48 feet to a point; (2) South 21°07'25" West, 65.18 feet to a point; (3) South 06°19'29" East, 69.05 feet to a point; (4) South 83°14'25" West, 56.38 feet to a point; (5) South 76°11'31" West, 64.35 feet to a point; (6) South 73°48'43" West, 71.30 feet to a point; (7) South 41°40'13" West, 69.66 feet to a point; (8) South 46°48'13" West, 74.25 feet to a point; and (9) South 50°03'01" West, 54.37 feet to a point at a common property corner of the Lot 24, the 208.32 acre tract, and Lot 7 shown in Plat Book 26, Page 98 and Plat Book 4, Page 66 of the McDowell County Public Registry; thence leaving said common property lines, and with the outermost boundary lines of Lots 1, 2, 4, 5, 6, 7, 15, 16, 17, 18, 19, and 23 shown in Plat Book 4, Page 66 and Plat Book 26, Page 98 the following eighteen (18) courses and distances: (1) South 77°56'14" East, 47.03 feet to a point; (2) South 47°32'55" West, 97.53 feet to a point; (3) South 22°04'06" West, 272.07 feet to a point; (4) South 22°04'06" West, 30.01 feet to a point; (5) South 32°13'07" West, 178.85 feet to a point; (6) South 47°47'28" West, 226.27 feet to a point; (7) North 70°04'53" West, 83.00 feet to a point; (8) North 84°33'49" West, 255.79 feet to a point; (9) North 70°20'48" West, 261.72 feet to a point; (10) North 55°15'57" West, 83.90 feet to a point; (11) South 87°03'25" West, 94.98 feet to a point; (12) North 04°27'57" East, 287.84 feet to a point; (13) North 26°19'12" West, 136.07 feet to a point; (14) North 23°10'09" East, 79.14 feet to a point; (15) North 37°24'50" East, 102.29 feet to a point; (16) North 62°02'51" East, 109.09 feet to a point; (17) North 42°34'12" East, 98.18 feet to a point; and (18) North 50°56'33" East, 56.69 feet to a point; thence leaving said property lines, North 18°45'28" West, 137.85 feet to a point at a common property corner of the 208.32 acre tract (PB 26/PG 98) and the parcel shown as Sanitary Lift Station Area in Plat Book 27, Page 36 of the McDowell County Public Registry; thence with the common property lines of said parcels and Tracts 1 and 2 shown in Plat Book 27, Page 36 the following thirty-two (32) courses and distances: (1) North 86°15'12" West, 27.39 feet to a point; (2) North 66°59'45" West, 14.39 feet to a point; (3) North 62°22'07" West, 19.82 feet to a point; (4) North 65°12'48" West, 22.31 feet to a point; (5) South 77°59'10" West, 31.53 feet to a point; (6) South 58°58'18" West, 23.07 feet to a point; (7) North 22°51'48" West, 18.61 feet to a point; (8) North 10°44'30" West, 41.66 feet to a point; (9) North 74°04'42" East, 58.14 feet to a point; (10) North 54°16'43" East, 49.39 feet to a point; (11) North 22°57'04" East, 32.48 feet to a point; (12) North 08°44'36" West, 39.27 feet to a point; (13) North 18°54'25" West, 36.38 feet to a point; (14) North 23°27'17" West, 39.44 feet to a point; (15) North 25°28'46" West, 31.24 feet to a point; (16) North 18°25'21" West, 53.08 feet to a point; (17) North 12°23'54" West, 39.25 feet to a point; (18) North 04°53'18" East, 28.66 feet to a point; (19) North 30°46'07" East, 45.85 feet to a point; (20) North 01°14'18" East, 43.09 feet to a point; (21) North 17°16'15" West, 166.14 feet to a point; (22) North 31°32'47" West, 19.05 feet to a point; (23) North 55°37'28" West, 46.26 feet to a point; (24) North 19°24'25" West, 49.38 feet to a point; (25) North 25°41'37" West, 38.13 feet to a point; (26) North 01°59'24" West, 19.70 feet to a point; (27) North 15°35'48" East, 26.88 feet to a point; (28) North 36°05'24" East, 65.95 feet to a point; (29) North 27°57'38" East, 121.84 feet to a point; (30) North 31°25'51" East, 47.72 feet to a point; (31) North 29°27'09" East, 67.67 feet to a point; and (32) North 47°07'46" East, 24.58 feet to a point on the southern line of a 30 foot right-of-way shown in Plat Book 26, Page 98; thence with said right-of-way line the following three (3) courses

and distances: (1) North 46°53'24" West, 31.43 feet to a point; (2) North 36°01'28" West, 44.33 feet to a point; and (3) North 40°55'01" West, 23.64 feet to a point on the common property line of the 208.32 acre tract and the parcel containing Well Site #1 and Well Site #2 shown in Plat Book 26, Page 98; thence leaving said right-of-way line, and with said common property line the following five (5) courses and distances: (1) South 05°42'21" East, 9.25 feet to a five-eighths inch rebar found; (2) South 84°17'12" West, 219.97 feet to a five-eighths inch rebar found; (3) North 05°42'23" West, 423.59 feet to a five-eighths inch rebar found; (4) North 84°18'40" East, 219.98 feet to a five-eighths inch rebar found; and (5) South 05°42'21" East, 369.45 feet to a point on the northern line of a 30 foot right-of-way shown in Plat Book 26, Page 98; thence leaving said common property lines, and with said right-of-way line the following five (5) courses and distances: (1) South 49°50'53" East, 26.87 feet to a point; (2) South 40°55'01" East, 34.97 feet to a point; (3) South 36°01'28" East, 42.83 feet to a point; (4) South 46°36'58" East, 27.32 feet to a point; and (5) South 64°44'07" East, 11.91 feet to a point on the common property line of the 208.32 acre tract and an unlabeled parcel shown in Plat Book 26, Page 98; thence with the common property lines of said parcels and Lots 7, 8, and 9 (PB 26/PG 98) the following fourteen (14) courses and distances: (1) North 22°42'48" East, 22.76 feet to a five-eighths inch rebar found; (2) North 28°45'25" East, 220.14 feet to a point; (3) North 44°20'56" East, 74.06 feet to a point; (4) North 54°47'12" West, 37.96 feet to a point; (5) North 30°31'54" East, 8.24 feet to a point; (6) North 61°59'17" East, 22.78 feet to a point; (7) North 46°16'22" East, 48.48 feet to a point; (8) North 25°41'24" East, 26.31 feet to a point; (9) North 38°18'14" East, 19.57 feet to a point; (10) North 07°31'51" East, 28.49 feet to a point; (11) North 58°04'38" East, 17.14 feet to a point; (12) North 34°00'01" East, 23.02 feet to a point; (13) North 62°40'52" East, 30.38 feet to a point; and (14) South 30°23'20" East, 199.46 feet to a point on the northwestern right-of-way line of Bear Den Mountain View Drive; thence leaving said common property lines and crossing Bear Den Mountain View Drive, South 44°17'09" East, 30.01 feet to a point at a common property corner of Lot 6 and the 208.32 acre tract; thence with the common property lines of the 208.32 acre tract and Lots 6, 24, 26, 28, 30, and an unlabeled lot (PB 26/PG 98) the following nine (9) courses and distances: (1) South 77°17'33" East, 130.81 feet to a point; (2) North 48°30'37" East, 11.52 feet to a point; (3) North 65°31'09" East, 162.64 feet to a point; (4) North 58°45'25" East, 101.53 feet to a point; (5) North 53°18'49" East, 84.19 feet to a point; (6) North 58°50'55" East, 100.58 feet to a point; (7) North 34°13'46" West, 30.14 feet to a point; (8) North 35°23'39" East, 175.33 feet to a point; and (9) South 34°20'03" East, 136.59 feet to a five-eighths inch rebar found at a common property corner of the 208.32 acre tract and the parcel shown in Plat Book 27, Page 35 of the McDowell County Public Registry; thence leaving said common property lines, and with the common property lines of the 208.32 acre tract and the parcel shown in Plat Book 27, Page 35 the following three (3) courses and distances: (1) North 44°16'36" East, 70.88 feet to a five eighths inch rebar found; (2) South 34°26'12" East, 30.57 feet to a five-eighths inch rebar found; and (3) South 44°15'22" West, 85.40 feet to the point of beginning, containing 52.149 acres more or less.

W-1328 Sub 4

EXHIBIT B
INSERT ROAD AGREEMENT

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Aug 02 2023

EXHIBIT B

Road Quality and Service Standards Assertions

Red Bird Utility Operating Company, LLC, a North Carolina limited liability company, ("Red Bird"), Central States Water Resources, Inc., a Missouri corporation, ("Central States"), and Bear Den Acres Development, Inc., a North Carolina corporation ("Bear Den Acres") intend to execute a sale of Bear Den Acres' water distribution assets and granting of easement rights upon subdivision roadways to Red Bird. Upon the successful transfer of these assets and granting of easement rights to Red Bird, Red Bird hereby agrees to the following post-sale conditions of Red Bird's ongoing operation and service to current and future water customers of the subdivisions known as Bear Den Acres Dev. phase 1, Bear Den Acres Dev. phase 2, and Bear Den Mountain Cabins, and to the company, entity, or organization, or its successor, responsible for maintaining the roadways through the above mentioned subdivisions.

Response and Repair Service Time Standards

When a water system outage or quality issue occurs and they are so notified, Red Bird hereby assert that Red Bird's standard and process will be stated and designed to provide a same-day response and repair (if at all possible) any day of the week, including weekends, and will include using a local set of vendors that will be available to respond same day.

Repairs to Roadways after Red Bird Initiates Repairs to Water System Assets:

Bear Den Acres roadways are surfaced with "Bear Creek Road Bond" gravel, which is a black crushed granite (for durability) and includes significant %'s of fines for a compact / relatively smooth surface that sheds water. (This gravel is well known in the Spruce Pine area, is locally sourced, and is more expensive than white abc crushed stone.) Further, because of significant clay content below the gravel surface, water-logged roadways from a pipe rupture are likely to require multiple attempts to back-fill and restore the hard / smooth surface defined above. Red Bird hereby assert that Red Bird will restore the land, right-of-way, road, street, alley, avenue, ditch or highway so used, to its former state of usefulness (including the proper type and thickness of the gravel) as nearly as may be possible upon the completion of the repair or installation and again within 10 days of the original excavation to compensate for changes in the subsurface.

[SIGNATURE PAGE FOLLOWS]

Agreed to this ___ day of January, 2022.

RED BIRD UTILITY OPERATING COMPANY,
LLC, a North Carolina limited liability company

By: CENTRAL STATES WATER RESOURCES,
INC., its manager



By: _____

Josiah M. Cox, President

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