

EXHIBIT A1

North Carolina General Warranty Deed
From Nancy T. Young to Lou R. Jablonski and wife, Nancy L. Jablonski

RESTRICTIVE COVENANTS

1. The property shall be restricted to residential use, with a minimum of four (4) acres per residence.
2. No mobile homes or manufactured homes are permitted. This includes both single-wide, double-wide and modular homes.
3. No vinyl siding is permitted. Examples of acceptable exterior materials would include log, stained wood (such as cedar), brick, natural-stone or stucco.
4. Roof and exterior material are to be of a natural gray/brown color blending in with the color of the woods. In the case of a log home, the exterior stain color would be of a gray/brown color, but the roof color can be green.
5. Each house is to have at least a two-car garage.
6. Large farm animals are not permitted, except horses (as long as there is a minimum of two acres of pasture per horse).
7. Any barn, shed or other type of buildings will be kept uncluttered and in good condition.
8. Animals are not allowed to roam off the owner's property.
9. No excessive noise, either animal or mechanical, such as excessive target practicing with a gun, or other disturbances are allowed.
10. Trees are to be left un-timbered, meaning that no commercial logging or clear cutting is allowed. Certain areas of trees may be designated in a particular deed or deeds as a "conservancy area", to be left in a natural state and to never be timbered, with the exception of fallen or diseased trees. These specific descriptions as to "conservancy areas" would be listed in each individual deed.
11. The above restrictive covenants cannot be modified or amended without the recorded notarized consent of all the parties subject to the above restrictive covenants. Notwithstanding the above, the "conservancy areas" referred to in restriction number 10 above can never be changed or modified, but will apply to the relevant land in perpetuity.
12. The remaining property still owned by Nancy T. Young recorded in Deed Book 965 at Page 279 and Deed Book 935 at Page 392, Henderson County Registry, is to be subject to the eleven restrictive covenants specified above.

NTY

SAID property is further described on a Survey prepared for Nancy T. Young by Laughter, Austin and Associates, P.A. dated May 29, 2001 under Job No. 01-179 and recorded in the Henderson County Deed Registry at Plat Slide 3777 on June 11, 2001.

This property is ALSO CONVEYED TOGETHER WITH AND SUBJECT TO a perpetual non-exclusive right of way for ingress, egress, regress and for utilities. Said right of way being known as Black Jack Road. Said right of way being forty five (45) feet in width and running from Jeter Mountain Road (SR 1133) to the property being shown on that Plat entitled "Owner: Nancy T. Young" recorded in Plat Slide 2547, and on that Plat entitled "Being a Minor Subdivision for James Lee Boyd and Amanda H. Boyd" recorded in Plat Slide 3670, and continues across that 3.02 acre tract shown on that Plat entitled "Owner: Nancy T. Young" recorded in Plat Slide 3015, and continues across the Nancy T. Young property recorded in Deed Book 965, at Page 279, Henderson County Registry as shown on that Plat entitled "A Recombination of Gene Osteen Orr Property" recorded in Plat Slide 3497, and continues in a northerly direction across the eastern forty five (45) foot wide strip of that property conveyed to Nancy T. Young in Deed Book 965, at Page 279, Henderson County Registry, until the eastern edge of said non-exclusive forty five (45) foot wide right of way reaches the southeast corner of the of the Joseph T. Guy property described in Deed Book 1054 at Page 404 and in Plat Slide 3684 of the Henderson County Registry, reference to which is hereby made and incorporated herein for a more specific description. SUBJECT TO the non-exclusive right of Nancy T. Young, her heirs and assigns (and others who legally may have the right to use said forty five (45) foot wide right of way) to use said forty five (45) foot wide right of way for ingress, egress, regress and for utilities. If the owners of the above described 4.26 acre tract use said forty five (45) foot wide right of way as access to a house or other building that the owners may build on said 4.26 acre tract, the owners will be responsible for paying a pro rata share for road maintenance and repair of any road running across said forty five (45) foot wide right of way along with other parties who use said road right of way as access to their houses, then to be divided by the number of houses using said road. This right of way shall be appurtenant to and run with the transfer of title of the real property described above and conveyed herein.

RMA

The above described real property being conveyed SUBJECT TO those Restrictive Covenants specified on the attached Exhibit A1, reference to which is hereby made and incorporated herein for greater certainty of description.

The remaining property still owned by the Grantor, Nancy T. Young, and described in Deed Book 935 at Page 392, and Deed Book 965 at Page 270, Henderson County Registry, is also subject to those Restrictive Covenants specified on Exhibit A1 and further subject to the following Restrictive Covenants:

1. Rental Units / Structures (over a barn or otherwise) as primary residences are prohibited.
2. No building or structure (residential or non-residential) may be placed within 70 feet of the access driveway serving the property described above and conveyed herein.

This property being conveyed is further described in a survey for Nancy T. Young, dated May 29, 2001 and entitled "Minor Subdivision", as performed by Laughter, Austin and Associates, P.A., Job No. 01-179.

nsy

Deer Meadow Lane Road Maintenance Agreement

The property owners who use the private road known as Deer Meadow Lane (the Road) to access their properties hereby agree to maintain the Road in a reasonable state of repair. The Road is intended to be a safe and convenient deeded right of way providing ingress, egress and utilities for the private property owners and their guests. This agreement is intended to include future owners in perpetuity and therefore should be part of any sales agreement.

Maintaining the Road in a reasonable state of repair means gravel surfaced and drained to minimize dust, mud and roughness. In addition, vegetation encroachment will be pruned to keep a clear way. Blocked drainage ditches or culver pipes, washouts, cave-in areas and threatening trees (dead, damaged or overhanging) should be repaired as soon as possible. If snow removal is required, it will be discussed by the property owners to determine the best action. Additionally, the Road and its entrance should be maintained in a manner which demonstrates the neighborhood pride and attractiveness to support property values.

The property owners who use the Road to access their property agree to pay in equal share for 100% of the costs for maintenance or improvements described herein. Prior to road maintenance expenditures all parties will be contacted for consent. Payment will not be unreasonably withheld.

While acting in good faith, one member may assume role of chairman of the road agreement and solicit mutual consent for road repairs and improvements. This individual may hold a meeting for invested parties to review proposals, or solicit consent for repairs and improvement via email, phone or social media etc. If a property owner cannot be reached, action may proceed without consent as long as those represented agree to pay the costs. The property owners cooperatively support these objectives acting in good faith, judicious efforts and funding.

Current Resident Property Owners as of August 5, 2016

477 Deer Meadow Lane (Guy) Mary Guy

466 Deer Meadow Lane (Goolsby) Rob Goolsby

441 Deer Meadow Lane (Gondolf) Jack Gondolf

383 Deer Meadow Lane (Gondolf) Jack Gondolf

281 Deer Meadow Lane (Shepherd) Essie E. Shepherd

240 Deer Meadow Lane (Reagles) Julie P. Reagles

Parcel 9967029 (Orr) Essie P.L. 7:2

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Amanda Morgan
1056 Saddlebrook Dr
Hendersonville, NC 28739

Parcel # 9546065399

EASEMENT

State of North Carolina

County of Henderson

THIS EASEMENT ("Easement") is made this 29 day of June 2021, from **JOSEPH A. GONDOLF, JR.** and wife, **CLAUDIA M. GONDOLF** ("Grantor", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 1484, Page 56, Henderson County Register of Deeds ("Property"). The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

For Grantee's Internal Use:
Work Order #: 41253455

1

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and neighboring lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations at the widths defined in this Easement.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 29 day of June, 2021.

Joseph A. Gondolf, Jr. (SEAL)
JOSEPH A. GONDOLF, JR.

Claudia M. Gondolf (SEAL)
CLAUDIA M. GONDOLF

STATE OF North Carolina
COUNTY OF Henderson

I, Amanda Morgan, a Notary Public of Avery County, State of North Carolina, certify that JOSEPH A. GONDOLF, JR. and CLAUDIA M. GONDOLF, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this 29 day of June, 2021

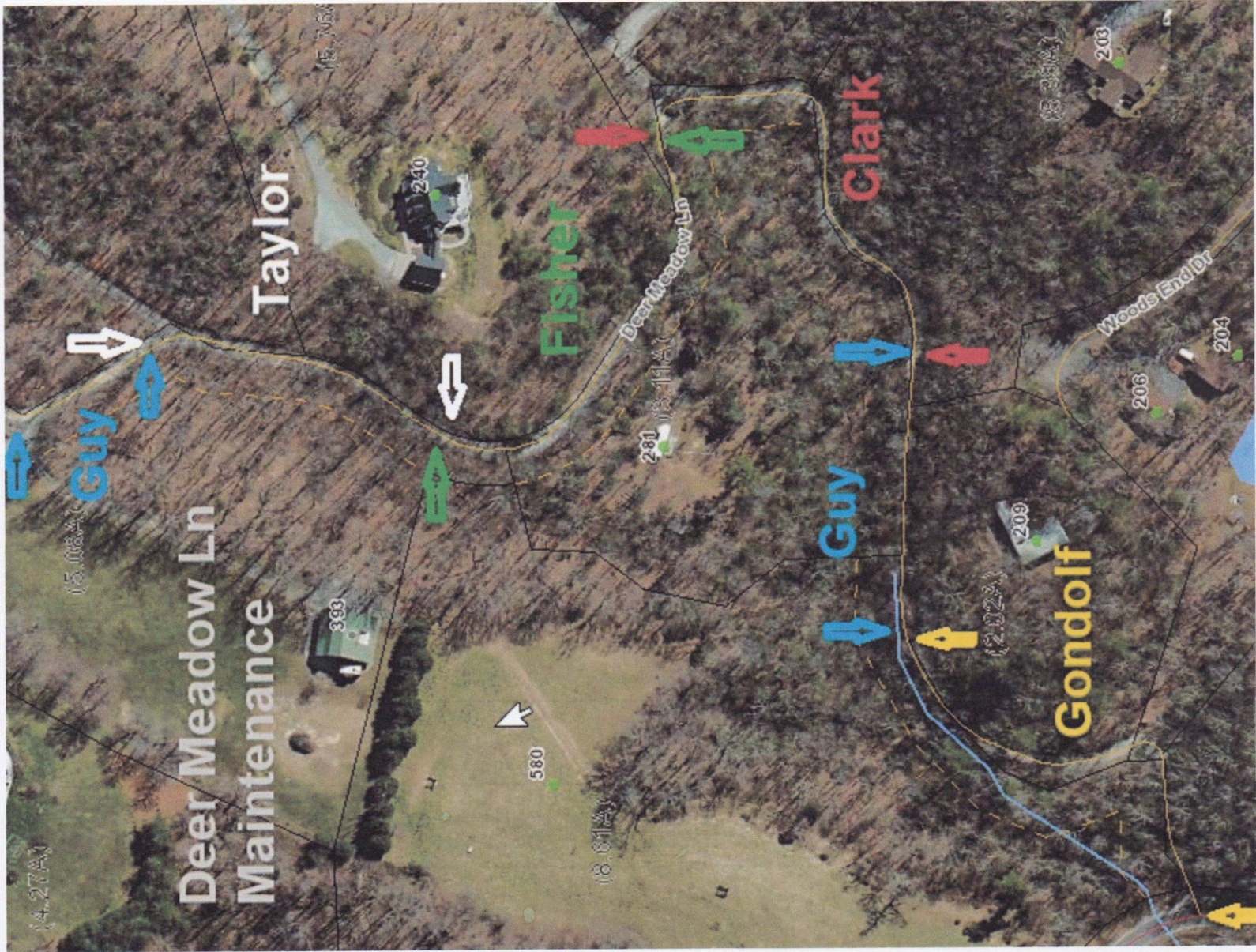
AMANDA MORGAN
NOTARY PUBLIC
Avery County
North Carolina
My Commission Expires 8/09/2022

Notary Public: [Signature]
Commission expires: 08/09/2022

10/2021

DML Maintenance

Leaf removal
duties





2180 Spartanburg Highway
East Flat Rock, NC 28726

Statement

| Account | Amount Due |
|---------|------------|
| 4837470 | \$159.06 |



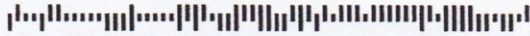
Date: 05/11/22 Page 1 of 1

Return Service Requested

Amount Enclosed: \$ _____

Make Check Payable to: BLOSSMAN GAS & APPLIANCE

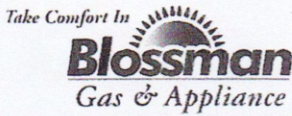
8246000754 PRESORT PBPS002



JOSEPH A. GONDOLF
PO BOX 881
HENDERSONVILLE NC 28793-0881

BLOSSMAN GAS & APPLIANCE
PO Box 61053
New Orleans, LA 70161-1053

000483747000000159067



Services For: JOSEPH A. GONDOLF
PO BOX 881
HENDERSONVILLE, NC 28793

Blossman Gas is transitioning customers with residential propane tanks to our Tiered Rental Program. Under this Program, customers who use more than the minimum usage for their propane tank throughout the year will pay the lowest rental amount for their tank size. Your tank rental will be based upon your gas usage over the previous 12 months.

For more information about our new Tiered Rental Program, visit www.blossmangas.com/tieredrental

Current Period Activity (4/11/22 to 5/10/22)

| <u>Date</u> | <u>Invoice #</u> | <u>Description</u> | <u>Total</u> | <u>Remaining</u> |
|-------------|------------------|--------------------|-----------------------|------------------|
| 5/1/22 | 20464687 | Tank Rental Fee | \$159.06 | \$159.06 |
| | | | Current Period Unpaid | \$159.06 |

BLOSSMAN GAS & APPLIANCE
www.blossmangas.com | 828-890-1314
2180 Spartanburg Highway
East Flat Rock, NC 28726