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W. Todd Harris, Register of Deeds
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NC Department of Administration, State Property Office
1321 Mail Service Center, Raleigh, NC 27699-1321
SPO File No. 086-BS/DMS Site 94709

STATE OF NORTH CAROLINA ACCESS EASEMENT

COUNTY OF SURRY Surry County Tax ID 4090-00-55-3881

THIS ACCESS EASEMENT (the "Access Easement") made and entered into as of the day of and year of notary as witnessed, by and between Joshua Lee Horton and wife, Kimberly A. Horton, with a mailing address of 351 Horton Road, Mt. Airy, NC 27030 ("**Grantor**") and the State of North Carolina, a body politic and corporate, hereinafter referred to as ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context. Grantor and Grantee are collectively referred to herein as "the **Parties**."

WITNESSETH THAT:

WHEREAS Grantor is the owner of a tract of land containing 17.304 acres located in Stewart's Creek Township, Surry County, North Carolina, and being more particularly described in Deed Book 1556, Page 603, Surry County Registry.

WHEREAS, on August 20, 2012, Grantee acquired a conservation easement from Maple Ridge Farms, Inc., as recorded in Deed Book 1412, Page 83, and as further described in Plat Book 29, Page 31-34, Surry County Registry, North Carolina, which property is located to the north and west of Grantor's Property.

Submitted electronically by "Faw Folger & Johnson, P.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Surry County Register of Deeds.

WHEREAS, Grantee has requested, and Grantor has agreed to grant, a perpetual, non-exclusive, access easement that will provide legal and physical ingress and regress for the Grantee across the lands of the Grantor to the conservation easement as held by the State of NC as recorded in Deed Book 1412, Page 83. The Grantee hereby acknowledges and agrees that the purpose of and benefits from this Access Easement are specifically related to the NC Division of Mitigation Services stream restoration project known as Moore's Fork.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the Access Easement more particularly described herein.

1. Grant of Easement: Grantor hereby gives, grants, and conveys to Grantee, its successors and assigns, a non-exclusive access easement for ingress and egress over and upon a portion of Grantor's Property running northwest from N.C.S.R. 1663, (Horton Road) along the northeastern property line of Grantor's Property and labeled "PROPOSED 30' WIDE ACCESS EASEMENT" on that Map of Survey, "AN ACCESS EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES ACROSS THE PROPERTY OF: JOSHUA L. HORTON AND WIFE, KIM A. HORTON, "MOORE'S FORK" SPO FILE NO. 86-BS, DMS SITE ID NO. 94709" by Phillip Brad Kee, NC PLS 4647 and as recorded in Plat Book 39, Page 38 of the Surry County Registry.

2. Assignment. Grantee shall have the right to assign its interest in this Access Easement so long as the assignee's use of the Access Easement is for the purposes as set forth hereunder and consistent with the terms and conditions hereof. It is understood and agreed by Grantor that Grantee intends to allow contracted third parties to use this Access Easement for stream restoration maintenance, monitoring, repairs, and other purposes related herein.

3. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

4. No Nuisance/Maintenance and Repairs. The Parties shall use the area of the Access Easement, and shall control the use thereof by its tenants, agents, employees and invitees, in such a manner as to not create any nuisance, or unreasonably interfere with, annoy or disturb (i) the other party or their respective tenants, agents, employees or invitees or the other party's use of their property or property interests or (ii) other individuals and entities which have rights in and to the area of the Access Easement.

Any party hereto may maintain, repair, or improve the private drive within the Access Easement as such party deems fit so long as such action(s) does not interfere with any rights and interests as set forth herein. However, no party hereto shall have any obligation to maintain, repair, or improve the area of the Access Easement except as follows: If either party (or their respective agents, invitees, contractors, servants, employees, concessionaires, licensees, tenants or subtenants) shall cause any injury or damage to any area of the Access Easement as a result of their own intentional or negligent acts, then that particular party causing the injury or damage will be solely responsible for the repair thereof and said repair will be completed in a workmanlike manner within sixty (60) days of the injury or damage. As clarification, the forgoing provision concerning intentional or negligent acts is not intended to include acts which cause only normal wear and tear to the easement area.

5. Limitation on Rights Granted. No party shall have any rights with respect to any property which is not owned by such party, except as specifically granted and provided for herein. Specifically, the size or footprint of the area of the Access Easement as set forth above (width of 30 feet) shall not be expanded in any manner without the written consent of the Grantor.

6. Compliance with Legal Requirements. The rights and easements provided herein shall be subject to compliance with all federal, state, and local laws, ordinances, regulations, and other legal requirements related to the subject properties.

7. Duration and Enforcement. The easement, restrictions and rights hereby created shall be perpetual (unless specified otherwise) and shall be enforceable by suit for specific performance and injunctive relief, in addition to any other remedies provided by law or equity. In any litigation arising hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, in addition to all other costs and expenses thereof, including costs on appeal.

8. Running with the Land. All the rights, easements, covenants, terms, restrictions, agreements, and conditions set forth in this Access Easement are intended to be and shall be construed as running with the land as set forth herein.

9. Successors and Assigns. The terms and conditions as provided in this Access Easement shall be binding upon the Parties, as applicable, and their respective heirs, legal representatives, tenants, subtenants, successors and assigns and shall inure to the benefit of the Parties, as applicable, and their respective tenants, subtenants, heirs, successors, and assigns and their respective invitees, guests, employees and contractors upon the terms, provisions and conditions set forth in this Access Easement.

10. No waivers. Any indulgence or departure at any time or by any party from any of the provisions hereof or failure by any party to exercise any of its rights and remedies shall not modify the same or relate to the future or waive future compliance therewith by any other party.

11. Amendment. This Deed of Easement may be modified, amended or terminated by the recording of an agreement of modification, amendment or termination executed by the Parties.

TO HAVE AND TO HOLD, the said Easement perpetually unto the Grantee for the aforesaid purposes,

AND Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

[intentionally blank; signatures follow]

IN WITNESS WHEREOF, Grantor has signed this Access Easement the day and year the day of and year of notary as witnessed.

Joshua Lee Horton (SEAL)

Kimberly A. Horton (SEAL)

STATE OF North Carolina

COUNTY OF Surry

I, Adrienne P. Hicks, a Notary Public in and for the County and State aforesaid, do hereby certify that Joshua Lee Horton and wife, Kimberly A. Horton, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 12th day of May, 2021.

Adrienne P. Hicks
Notary Public
Surry County, N.C.
My Commission Expires 8-20-2025

(NOTARY SEAL)

Notary Public: Adrienne P. Hicks

Printed Name: Adrienne P. Hicks

My Commission Expires: 8-20-2025

Exhibit: A

An Access Easement for
The State of North Carolina,
NCDEQ: Division of Mitigation Services,
"Moores Fork Site"
Property of:
Joshua L. Horton and wife, Kim A. Horton
SPO FILE NO. 86-BS DMS SITE ID NO. 94709

The following proposed 30 foot wide access easement is located off of Horton Road, SR# 1663, within the Stewarts Creek Township, Surry County, North Carolina and being across that property conveyed to Joshua L. Horton and wife, Kim A. Horton through Deed Book 1556, Page 603 of the Surry County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are horizontal ground distances):

Access Easement:

BEGINNING AT A 5/8" REBAR SET WITH A "KEE" CAP , said rebar being in a common line of Deed Book 1556, Page 603 and Deed Book 1730, Page 217, and located N 02°29'59" E a distance of 153.37 feet from an existing 5/8" rebar (disturbed) at a common corner in the aforesaid common line, and also located N 21°31'58" E a distance of 1042.48 feet from a mag nail (Control Point #1) having North Carolina State Plane Coordinates (2011) of Northing: 1007239.40 feet and Easting: 1494679.51 feet;

Thence leaving the aforementioned common line and with the line of the proposed 30 foot wide access easement the following (3) courses and distances:

(1) N 38°18'27" W a distance of 233.29 feet to an unmarked point;
(2) N 41°30'26" W a distance of 208.15 feet to an unmarked point;
(3) N 66°46'07" W a distance of 506.83 feet to an existing 1/2" iron pipe (disturbed) at an existing buggy axle, said iron pipe being at the common corner of Deed Book 1556, Page 603, Deed Book 1730, Page 217, Deed Book 1650, Page 831, Deed Book 1724, Page 306 (Tract 1) and Deed Book 1724, Page 306 (Tract 2);

Thence with the common line of Deed Book 1556, Page 603 and Deed Book 1724, Page 306 (Tract 2), and continuing with the access easement line N 88°10'21" E a distance of 70.83 feet to a 5/8" rebar set with a "Kee" cap;

Thence leaving the aforesaid common line and continuing with the access easement line S 66°46'07" E a distance of 449.39 feet to an unmarked point, said point being in the common line of Deed Book 1556, Page 603 and Deed Book 1724, Page 306 (Tract 2);

Thence with the aforesaid common line and continuing with the access easement line S 41°30'26" E a distance of 215.71 feet to an unmarked point;

Thence leaving the aforementioned common line and continuing with the access easement line S 38°18'27" E a distance of 199.39 feet to an unmarked point, said point being in the common line of Deed Book 1556, Page 603 and Deed Book 1730, Page 217, and being located S 02°29'59" W a distance of 16.02' from an existing pinch top iron pipe (disturbed) at the common corner of Deed Book 1556, Page 603, Deed Book 1724, Page 306 (Tract 2) and Deed Book 1730, Page 217;

Thence with the aforesaid common line and continuing with the access easement line S 02°29'59" W a distance of 45.91 feet to the TRUE POINT OF BEGINNING;

Being a proposed access easement having a width of 30 feet, according to a plat of survey entitled "An Access Easement Survey for The State of North Carolina, Division of Mitigation Services, Moores Fork, SPO File No. 86-BS, DMS Site ID NO. 94709", across the property of Joshua L. Horton and wife, Kim A. Horton, Job# 2011122. This description was prepared from an actual survey performed under the supervision of Phillip B. Kee, NC PLS (License # L-4647) and shown on a plat of survey as recorded in Plat Book 39, Page 38 of the Surry County Register of Deeds, to which reference should be made for a more complete description.