WAKE COUNTY, NC 513
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/28/2004 AT 14:10:16

BOOK:011160 PAGE:02508 - 02513

Drawn by ~~and mail to~~:
Saxby M. Chaplin
The Trust For Public Land
1200 East Morehead Street
Suite 290
Charlotte, N.C. 28204
Hold for: Kilpatrick Stockton LLP (Box 156)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 28th day of December 2004 by and between **DELLA P. MEDLIN** (widow), a resident of Wake County, North Carolina ("Grantor") and **TRIANGLE EAST SPORTSMAN'S CLUB, LLC,** a North Carolina limited liability company ("Grantee").

W I T N E S S E T H :

WHEREAS, Grantor is the fee simple owner of certain real property located at Turnipseed Road in the Marks Creek Township, Wake County, North Carolina consisting of that approximately 32-acre parcel bearing Wake County Tax Parcel #1772251653 and being shown outlined by heavy black lines on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor Property"); and

WHEREAS, Grantee is the fee simple owner of certain real property located on Turnipseed Road in the Marks Creek Township, Wake County, North Carolina consisting of two parcels consisting of 27.89 acres and 3.65 acres, bearing Wake County Tax Parcel #1772152364 and #1772144414, respectively, and being shown by diagonal lines on Exhibit A attached hereto and incorporated herein by this reference (the "Grantee Property"); and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to Grantee, its successors and assigns, that certain approximately 20 foot wide access easement for vehicular and pedestrian traffic between both parcels of the Grantee Property, said easement being designated by cross hatching on said Exhibit A (the "Access Easement"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged by the Grantor, the parties hereby agree as follows:

1. **Grant of Easement**. Grantor, for herself and her heirs, successors and assigns, does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a non-exclusive right and easement for ingress and egress of vehicular and pedestrian traffic over and across the Grantor Property for access between the two parcels described above that comprise the Grantor Property.

2. **Location of Easement**. The above-described Access Easement shall be twenty (20) feet in width, and shall be located as shown on the attached Exhibit A.

TO HAVE AND TO HOLD said Access Easement unto Grantee and its successors in interest in the Grantee Property forever, it being agreed that said Access Easement shall constitute a covenant running with the land for the benefit of Grantee and its successors in interest in the Grantee Property, and are binding upon the ownership and enjoyment of the Grantor Property.

3. **Maintenance and Repair**. Grantee shall have the right and responsibility for maintaining the Access Easement in such state of condition and repair so that it is usable for the Grantee's purposes set forth hereinabove. Grantor shall have no further obligations with respect to the maintenance of the Access Easement; provided, however that thereafter the Grantor shall not degrade or allow anyone to degrade the condition of the Access Easement from the condition into which it is placed by Grantee, and in either of such events or occurrences, Grantor shall promptly restore the Access Easement to its former condition.

4. **Ownership**. Grantor covenants that (i) she is seized of the Grantor Property in fee simple, free and clear of any liens or encumbrances, other than general utility easements and covenants or restrictions of record, none of which interfere with or prohibit Grantee's use of the Easement, and (ii) she has the right to convey the Access Easement. Grantor further agrees not to encumber or restrict the portion of the Property covered by the Access Easement in any manner that would prohibit or restrict or interfere with Grantee's use thereof.

5. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina.

6. **Notices**. All notices and other communications required or permitted hereby shall be in writing and shall be deemed to have been given if (i) personally delivered , (ii) sent by reputable overnight courier designating next day delivery, or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any such notice or communication so sent being deemed to have been received three (3) days after mailing in the United States), addressed to the respective parties at the address set forth below or to the

respective owner of the Grantee Property, if different from the Grantee or Grantor set forth below, as such owner (and to such owner's address) as is shown in the tax records of Wake County at the time notice is given (or as set forth in any notice given by such owner to the other party hereto) :

If to Grantor: Ms. Della P. Medlin
c/o Mr. Steve L. Medlin
231 Old Farm Road
Roanoke Rapids, North Carolina 27870

If to Grantee: The Trust For Public Land
Attn. Saxby M. Chaplin, Esq.
1200 East Morehead Street
Suite 290
Charlotte, North Carolina 28204

Either party may, by notice given as aforesaid, change the address for its notices by notice given to the other party; provided, however, that such change of address notices shall only be effective upon receipt.

7. **Entire Agreement**. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or oral agreement between them with respect to the subject matter of this Agreement. This Agreement may not be amended or terminated except by writing signed by the parties then holding fee simple title to the Property and the Grantee Property.

8. **Benefit**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

Della P. Medlin

Della P. Medlin

Triangle East Sportsman's Club, LLC

By: _____
Name: Bud W. Wegner
Title: Managing Member

STATE OF NORTH CAROLINA

COUNTY OF Halifax

I, Tammy R. Isles, a notary public, do hereby certify that Della P. Medlin personally appeared before me this day and acknowledged her execution of the foregoing instrument.

WITNESS my hand and official seal or stamp, this the 21 day of December, 2004.

Tammy R. Isles
Notary Public

My Commission Expires:

July 03, 2007

[NOTARIAL SEAL]

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Helen B. Jordan, a notary public, do hereby certify that Bud W. Wegner personally appeared before me this day and acknowledged that he/she is Managing Member of Triangle East Sportsman's Club, LLC and that he/she as Managing Member, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and official seal or stamp, this the 28 day of Dec., 2004.

Helen B Jordan
Notary Public

My Commission Expires:

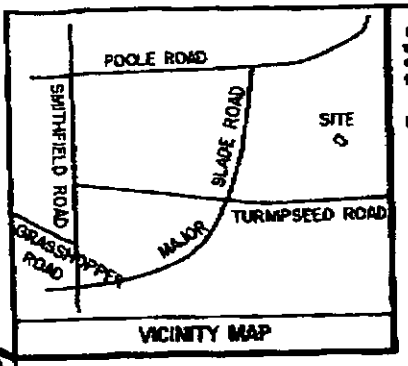
1/23/09

[NOTARIAL SEAL]

EXHIBIT A

I, CLYDE T. PEARCE, certify that under my direction and supervision this map was drawn from an actual field survey; that the error of closure of the survey as calculated by latitudes and departures is 1:10000+; and that this survey meets general standards of practice for land surveying in North Carolina.

Witness my hand and seal this 10 of DECEMBER, 2004



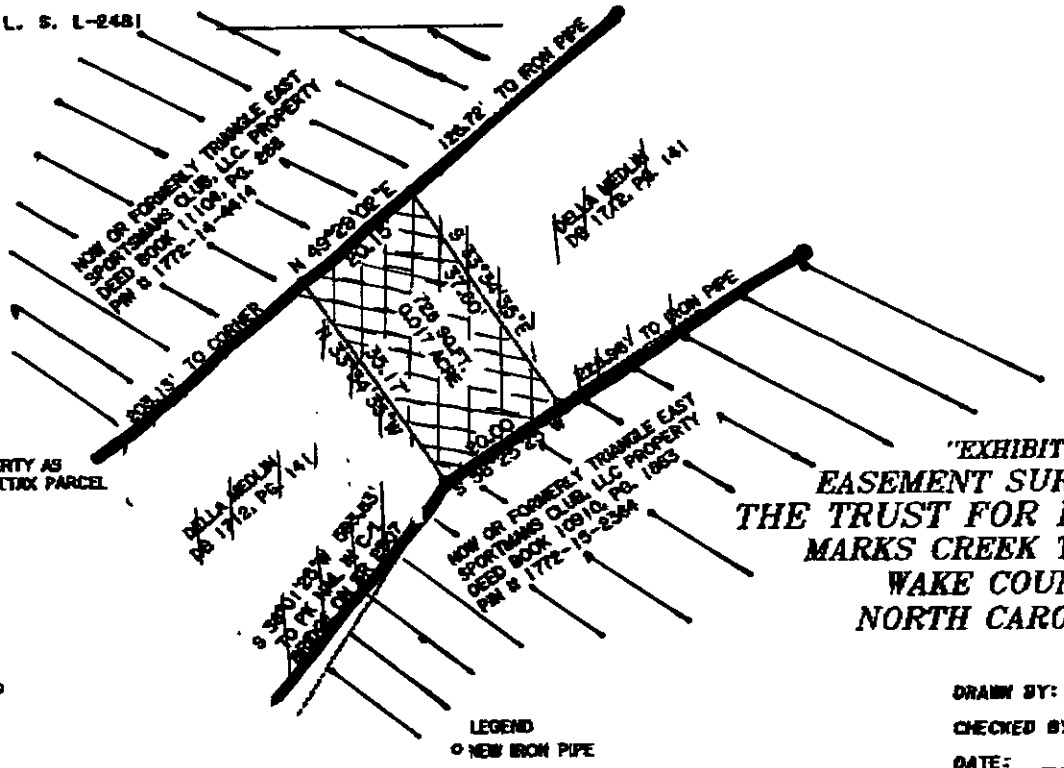
NOTE: AREA COMPUTED BY COORDINATE METHOD.
NOTE: NO NGS MONUMENT WITHIN 2000'.

REFERENCES:
DEED BOOK 7852, PG. 926
DEED BOOK 1712, PG. 141
DEED BOOK 2102, PG. 847
BOOK OF MAPS 1999, PAGE 1703
BOOK OF MAPS 1918, PAGE 26
BOOK OF MAPS 1999, PG. 1519

NOTE: BEING A PORTION THE DELLA MEDLIN PROPERTY AS RECORDED IN DEED BOOK 1712, PAGE 141 (TAX PARCEL 1772-25-1883).

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

No structures are shown not discovered from a normal above ground view of the premises. The premises shown are subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, and/or setback lines whether or not they are shown on the plat or whether or not recorded in the public records.



"EXHIBIT"
EASEMENT SURVEY FOR
THE TRUST FOR PUBLIC LAND
MARKS CREEK TOWNSHIP
WAKE COUNTY
NORTH CAROLINA

DRAWN BY: CTP & RSW
CHECKED BY: CTP
DATE: 12-10-2004
SCALE: 1" = 20'
JOB: DAB496 CF & BOM2139 SF
FB:

WILLIAMS - PEARCE & ASSOC., P.A.
P. O. BOX 892
ZEBULON, N. C.
PHONE: 269-9605

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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.

WAKE COUNTY NORTH CAROLINA

Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate 5 of Tammy R Isles & Helen B Jordan

_____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: George W Pearson
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
6 # of Pages

22.004–7/11/03