BK:00981 PG:0272

FILED
NORTHAMPTON COUNTY, NC
PAULINE E. DELOATCH
REGISTER OF DEEDS

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AT	04:09:36 pm
BOOK	00981
START PAGE	0272
END PAGE	0276
INSTRUMENT #	01445

LAH

DEED OF ACCESS EASEMENT

Prepared by / return to: Paul Arena, Poyner Spruill LLP, 301 S. College St., Suite 2300, Charlotte, NC 28202-6021

THIS DEED OF ACCESS EASEMENT (the "**Agreement**") is made this the 16th day of July, 2013 by Charles Booker Vick and wife, Lillie C. Vick, and June Vick Croft, widow ("**Grantor**") to the State of North Carolina ("**Grantee**")

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain parcel of real property in Northampton County, North Carolina, Northampton County parcel ID 0901128, PIN 4081-79-0318, and more particularly described as 248.81 acres described in deed recorded in Book 253, Page 173, Northampton County Registry (the "**Servient Property**"); and

WHEREAS, Grantee has obtained and/or will obtain one or more conservation easements on a portion of that certain parcel of real property in Northampton County, North Carolina, Northampton County parcel ID 1300449, PIN 4081-49-0166, and more particularly described as "Tract 1," containing 268.37 acres, as described in deed recorded in Book 875, Page 760, Northampton County Registry, and as shown on plat of Property of Garland R. Garriss recorded in Plat Book 2, Page 178, Northampton County Registry (the "**Garriss Property**"); and

WHEREAS, Grantee's existing conservation easement on the Garriss Property is recorded in Book 980, Page 815 (said existing conservation easement and any other conservation easement on the Garriss Property obtained by Grantee shall be referred to herein severally as a "**Conservation Easement**" and collectively as the "**Conservation Easements**"); and

WHEREAS, Grantee desires an access easement across the Servient Property for the purpose of accessing the Garriss Property, and Grantor is willing to grant such access easement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares and covenants as follows:

(5) R.F. 26.00

1. Grantor does hereby offer, declare, establish, give and grant to Grantee and its successors and assigns as the holder of the rights granted under the Conservation Easements, a permanent, perpetual easement for ingress, egress and regress over the Servient Property, in the location labeled "new variable width access easement 20,024 s.f. 0.46 ac" on the map attached hereto as Exhibit A and incorporated herein, for the purpose and right of vehicular and pedestrian ingress, egress and regress for access to and from the Garriss Property (the foregoing rights shall be referred to herein as the "**Easement**").

2. In connection with this Agreement and in order to make the Easement effective for the purposes herein contained, Grantor further declares as follows:

(a) No party shall erect or construct, or cause to be erected or constructed, any fence, wall, curb or other barrier or in any manner interfere with or restrict the complete use and enjoyment by any party of the Easement.

(b) Grantee shall have the right to improve the Easement area as may be reasonably necessary to accommodate Grantee's access.

3. Use of the Easement by Grantee and its partners, officers, directors, employees, agents, contractors, invitees, permittees and licensees shall be at the sole risk of Grantee, and Grantor shall not be liable to Grantee for any loss, liability, damage, cost or expense that Grantee might suffer as a result of any matter arising from Grantee's use of the Easement and/or from the exercise of its rights hereunder, except the intentional or willful misconduct of Grantor.

4. The Easement shall be in gross, and not appurtenant to the Garriss Property. Specifically, the Easement shall benefit only Grantee and its successors and assigns as holder of the rights under the Conservation Easements. Upon any assignment of Grantee's rights under a Conservation Easement, Grantee's rights related to such Conservation Easement under this Agreement automatically shall transfer and inure to the benefit of the assignee of Grantee's rights under the Conservation Easement, unless such assignment specifically provides that Grantee's rights under this Agreement shall not transfer and inure to the benefit of the assignee.

5. The rights granted hereunder: (a) shall be an easement and covenants running with the Servient Property; (b) shall be binding upon the owners of fee simple title to the Servient Property, their respective heirs, successors and assigns and all those claiming by, through or under each such owner, including but not limited to the successors in title with respect to the Servient Property; (c) shall inure to the benefit of the holder of the rights under the Conservation Easements, their respective heirs, successors and assigns and all those claiming by, through or under each such holder; and (d) shall be unaffected by any change in ownership, subdivision or recombination of the Servient Property or Garriss Property. The rights granted hereunder are intended to create a property interest or right only in the holder of the rights under the Conservation Easements and their heirs, successors and assigns. However, the rights herein also

shall inure to the benefit of the partners, officers, directors, employees, agents, contractors, invitees, permittees and licensees of the holder of the rights under the Conservation Easements.

6. Nothing contained herein is intended to be, or shall be construed or deemed to constitute, a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

7. This Agreement may be amended, modified or terminated only by a written document executed in recordable form by all of the then owners of the Servient Property and the then holder of the rights under the Conservation Easements, and recorded in the office of the Register of Deeds of Northampton County.

8. Grantor shall execute such other documents as may be necessary for the implementation and consummation of this Agreement and the full enjoyment of the covenants contained herein.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

Charles Booker Vick (SEAL)
Charles Booker Vick

Lillie C. Vick (SEAL)
Lillie C. Vick

STATE OF Georgia
COUNTY OF Pickens

I, Mary Donna Rodden, a Notary Public of the County and State aforesaid, do hereby certify that Charles Booker Vick and Lillie C. Vick personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 16th day of July, 2013.

Mary Donna Rodden
printed name: Mary Donna Rodden, Notary Public
My commission expires: March 20th 2017

(Official Seal)

June Vick Croft (SEAL)
June Vick Croft

STATE OF North Carolina
COUNTY OF New Hanover

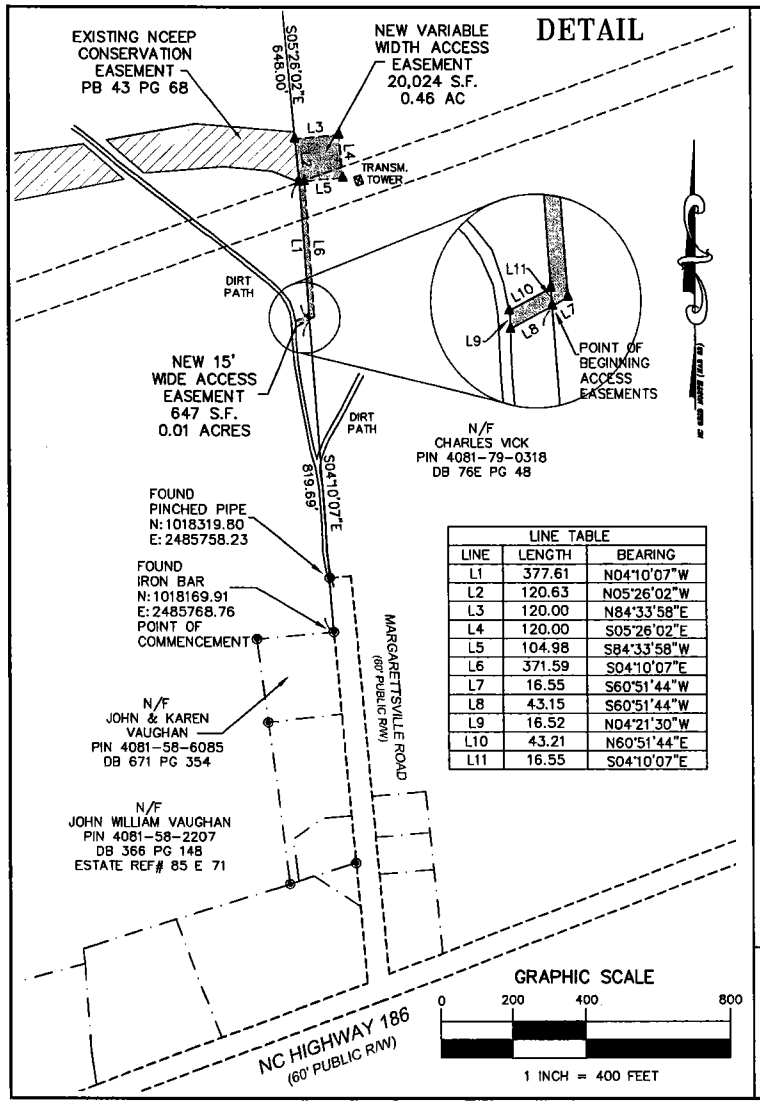
I, Gregory R. Connor, a Notary Public of the County and State aforesaid, do hereby certify that June Vick Croft personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 15th day of July, 2013.

Gregory R. Connor
printed name: Gregory R. Connor, Notary Public
My commission expires: August 9, 2017

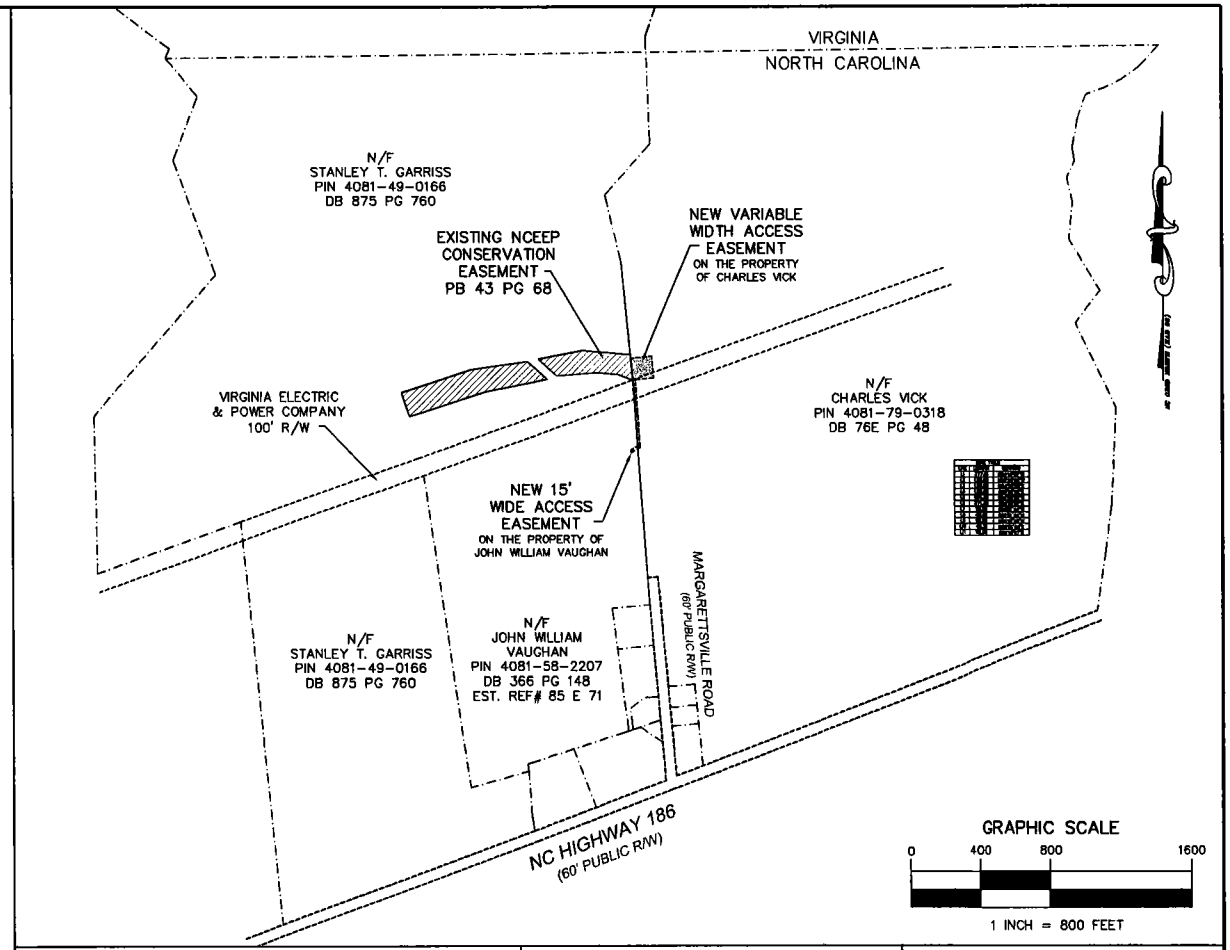
(Official Seal)

GREGORY R. CONNOR
MY COMMISSION EXPIRES
NOTARY
PUBLIC
AUGUST 09, 2017
NEW HANOVER CO., NC

EXHIBIT A



LINE TABLE		
LINE	LENGTH	BEARING
L1	377.61	N04°10'07"W
L2	120.63	N05°26'02"W
L3	120.00	N84°33'58"E
L4	120.00	S05°26'02"E
L5	104.98	S84°33'58"W
L6	371.59	S04°10'07"E
L7	16.55	S60°51'44"W
L8	43.15	S60°51'44"W
L9	16.52	N04°21'30"W
L10	43.21	N60°51'44"E
L11	16.55	S04°10'07"E



KCI ASSOCIATES OF NORTH CAROLINA

KCI ASSOCIATES OF N.C.
ENGINEERS, SURVEYORS AND PLANNERS

4601 SIX FORKS ROAD, SUITE 220
RALEIGH, NC 27609
PHONE (919) 783-9214 • FAX (919) 783-9266

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

ACCESS EASEMENT EXHIBIT
WICCACANEE TOWNSHIP,
NORTHAMPTON COUNTY
NORTH CAROLINA

DATE:	SCALE:	SHEET:
APR 11, 2013	SHOWN	1 OF 1

BK:00981 PG:0276