

## ACCESS AGREEMENT

This Access Agreement ("**Access Agreement**") is between **NCD&CS Cherry Research Station** ("**Grantor**"), and **Wildlands Engineering, Inc.**, a North Carolina corporation ("**Grantee**") and will become effective when all parties have signed it.

A. Grantor owns certain real property comprised of approximately 641.13 acres located at Stevens Mill Road in Goldsboro, Wayne County, North Carolina and identified as Tax Parcel Identification Number 2589655622 (the "**Grantor Property**").

B. Grantee owns certain real property comprised of approximately 265 acres located at Old Smithfield Road in Goldsboro, Wayne County, North Carolina, recorded in that county's Register of Deeds at Book 3493, Page 886 and identified as Tax Parcel Identification Number 2589073837 (the "**Grantee Property**").

D. Grantor agrees to grant Grantee access upon a portion of the Grantor Property to allow Grantee, its agents or contractors, to transport timber from Grantee's Property out to Stevens Mill Road.

Now therefore, in consideration of \$10.00 paid by Grantee to Grantor and the mutual covenants, terms and conditions described herein, Grantor and Grantee agree as follows:

1. Grant of Temporary Easement. Grantor grants to Grantee, its agents or contractors, a non-exclusive, temporary access easement across that portion of the Grantor Property generally shown on exhibit A as the Wildlands Access Area (the "**Access Area**"). Grantee shall have the right to utilize the Access Area for ingress and egress to the Grantee Property for the purpose of harvesting timber from Grantee's Property.

2. Notification. Grantee will notify Grantor of timeline for the commencement of work and conclusion of the project.

3. Repair of Access Area. In the event the surface of any portion of the Access Area is disturbed by exercise its rights under this Access Agreement, Grantee will restore the area to the same or better condition than it existed before Grantee's, its agents' or contractors' disturbance. At a minimum, any disturbed areas will be evenly graded and covered with fresh gravel. To the extent any disturbance occurs outside of the existing gravel bed road, Grantee will evenly grade the disturbed area, reseed and cover the area with straw.

4. Covenant Not to Encumber or Block Access. Grantor and Grantee agree not to unreasonably block or prohibit the other from access to or use of the of the Access Area.

5. Insurance Coverage. Grantee is a fully insured engineering firm that regularly utilizes large trucks, heavy machinery, and other equipment on its properties and is properly insured for such activity. Grantee warrants that its insurance policy will cover all of activities, including those of its employees, agents, and contractors while utilizing the Access Area. Grantee will provide Grantor a Certificate of Insurance.

6. Indemnification. Grantee shall indemnify, defend and hold Grantor harmless from any and all damages, claims, liabilities expenses (including reasonable attorneys' fees) arising out of or as a result of Grantee's use of the Access Area or the exercise of its rights under this Access Agreement.

7. Law/Safety Standards. Grantee shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of business, including those of Federal, State and Local agencies having jurisdiction or authority.

8. Termination. This Access Agreement shall terminate on either date all timber harvesting activities on the Grantee Property are complete or December 31, 2025, whichever occurs first. Grantor shall have the right to inspect the premises to ensure no additional repairs will be required by Grantee.

9. Covenants Running with the Land. This Access Agreement and covenants created by this Access Agreement shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties.

10. Right to Convey. Grantor covenants that it has the right to grant Grantee access across the Access Area.

Each party is signing this Access Agreement on the date stated below that party's signature.

**GRANTOR:**

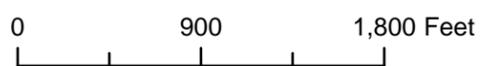
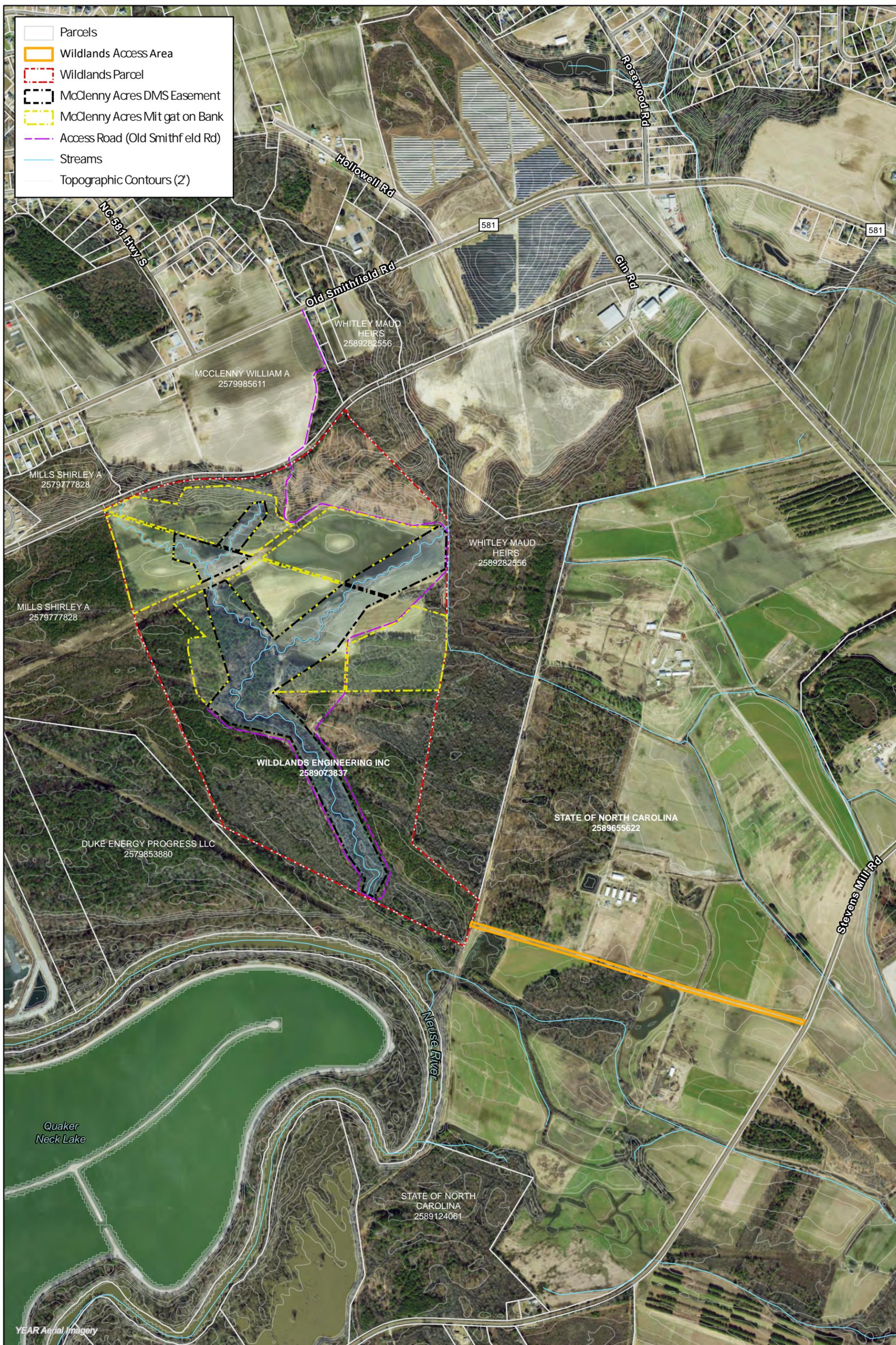
**NCD&CS Cherry Research Station**

DocuSigned by:  
By: Andrew Meier  
Andrew A. Meier, Director  
Property & Construction Division  
Date: 10/12/2022

**GRANTEE:**

**WILDLANDS ENGINEERING, INC.,**  
a North Carolina corporation

By: Shawn D. Wilkerson  
Shawn D. Wilkerson, President  
Date: Oct 4, 2022



# Cherry Research Station access agreement

Final Audit Report

2022-10-04

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