

FILED Catawba County

on Apr 30, 2014 at 03:52:00 pm

Excise Tax \$0.00 (AT)

INST. #06258

DONNA HICKS SPENCER,
Register of Deeds

Ex 03238 Pg 1627-1634

✓ Williams Law Firm

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Wildlands Engineering, Inc.
Lee Knight Caffery
1430 S. Mint Street, Suite 104
Charlotte, NC 28203

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "**Agreement**"), dated as of 4-29-14 (the "**Effective Date**"), by and between Henry River Golf Course, Inc. (hereinafter, the "**Grantor**"), having a mailing address of P.O. Box 668307, Charlotte, North Carolina, 28266 and WEI-Henry Fork, LLC (hereinafter, the "**Grantee**"), having an address at 1430 South Mint Street, Charlotte, North Carolina 28203. The designations 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.

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property consisting of approximately 36.248 acres located in Hickory, Catawba County, North Carolina, located at 2575 Mountain View Road, and being a portion of the property more particularly described as that certain parcel of land conveyed to Grantor by deed recorded in **Deed Book 2643 at Page 0303** of the Catawba County Register of Deeds, North Carolina, as shown in the plat recorded in

the Catawba County Register of Deeds in Book 73, Page 131, incorporated herein by reference and made a part hereof (the "Plat") and hereinafter referred to as "Parcel A." An unrecorded copy of the Plat is attached hereto as Exhibit A.

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WHEREAS, Grantee is the fee owner of certain real property consisting of approximately 49.623 acres located in Hickory, Catawba County, State of North Carolina, located at 2575 Mountain View Road, more particularly shown in the Plat and hereinafter referred to as "Parcel B."

WHEREAS, Grantor desires to grant to Grantee certain easement rights with respect to a portion of Parcel A which easement is more particularly described in the Plat as beginning at the end of Mountain View Road (SR 1192) State Maintenance, and continuing across a portion of Parcel A to Parcel B, consisting of 1.564 acres, more or less and shown and described on the Plat as the "Proposed 50' Access Esmt" and herein referred to as the "Easement Area");

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors and assigns, including any holder of a conservation easement on Parcel B, a perpetual, non-exclusive easement (the "**Easement**") in, under, upon, about, over and through the Easement Area of Parcel A as more particularly described on the Plat for the benefit of Grantee. The Easement shall serve the purpose of ingress and egress on, over and through the Easement Area of Parcel A as described herein.

2. Use. Grantee and Grantee's designated licensees, agents, successors and assigns, including any holder of a conservation easement on Parcel B, shall have the unrestricted right to use the Easement for ingress and egress on, over and through the Easement Area for the purpose of general use and enjoyment of Parcel B, including, but not limited to, the purpose of constructing a mitigation project, inspecting, monitoring, maintaining and managing a conservation easement on Parcel B.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties that all of the various rights, obligations restrictions, and easements created in this Agreement shall run with the affected real property and shall inure to the benefit and be binding upon all future owners and lessees of the affected real property and all persons claiming under them.

4. Maintenance and Repair. Grantee shall have the right to maintain the Easement and keep the Easement Area clear of all buildings, structures, trees, shrubs, bushes, stumps or other vegetation or other obstruction as will, in its judgment, interfere with the reasonable use of the Easement Area for ingress and egress for the purposes described herein. Additionally, Grantor

shall not erect or maintain any buildings or other structures which will obstruct the Easement Area.

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5. Easement Consideration. Grantor hereby acknowledges the receipt of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired and adversely affected by superior title.

7. Grantor's Use of Property. Grantor reserves the right to use Parcel A in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

8. Transferability. The parties to this Agreement hereby acknowledge and agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Notwithstanding the foregoing, Grantor acknowledges that the rights granted to Grantee under this Agreement may be assigned or delegated by Grantee without the prior written consent of Grantor.

9. Amendment. This Agreement may not be modified, amended or terminated except in a writing signed by each party hereto.

10. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WEHEROF, the parties hereto have caused this Agreement to executed as of the dates written below:

Henry River Golf Course, Inc., a North Carolina Corporation

WEI-Henry Fork, LLC, a North Carolina Limited Liability Corporation

By: Gene A. Miller - PRES

By: _____

Print Name: Gene A. Miller

Print Name: _____

Title: President

Title: _____

Date: 4-28-2014

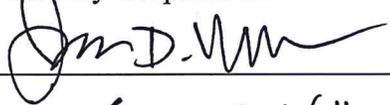
Date: _____

IN WITNESS WEHEROF, the parties hereto have caused this Agreement to executed as of the dates written below:

Henry River Golf Course, Inc., a North Carolina Corporation

WEI-Henry Fork, LLC, a North Carolina Limited Liability Corporation

By: _____

By:  _____

Print Name: _____

Print Name: Shawn D. Wilkerson

Title: _____

Title: President

Date: _____

Date: 4-29-2014

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

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I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Gene A. Miller

name(s) of principal(s)

Date: 04/28/2014

Melinda S. Fair

(official signature of Notary)

Melinda S. Fair, Notary Public

(Notary's printed or typed name)

(Official Seal)



My commission expires: 02/20/2016

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Shawn D. Wilkerson

name(s) of principal(s)

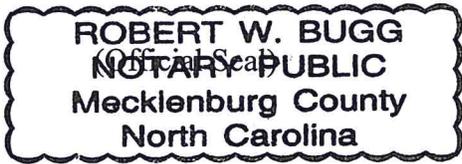
Date: 4-29-2014

[Signature]

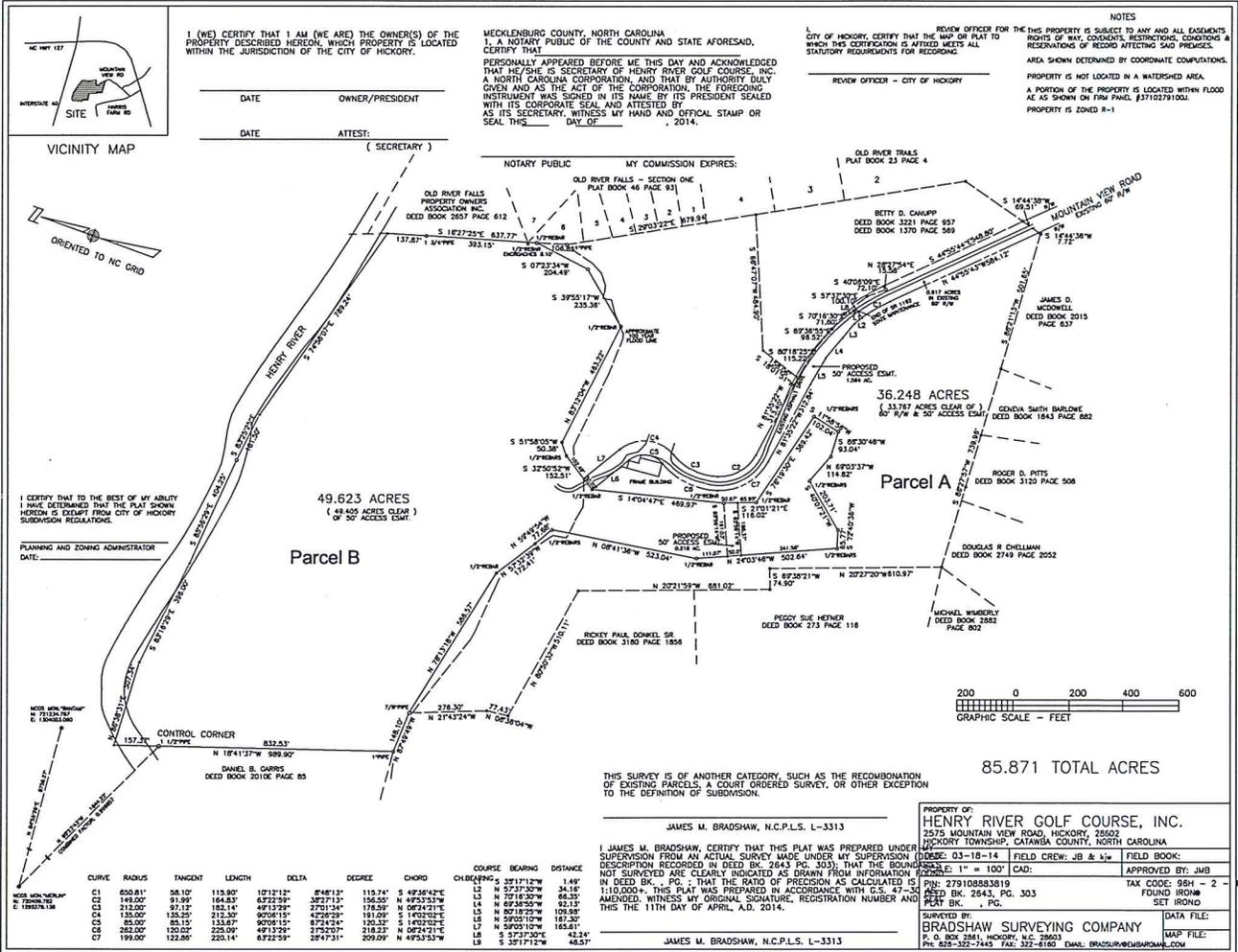
(official signature of Notary)

Robert W. Bugg, Notary Public

(Notary's printed or typed name)



My commission expires: 4-29-2014



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.

NCGS 47-30(n)

Exhibit A