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AGREEMENT
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2022002766
YANCEY COUNTY, NC NC FEE \$26.00
SUSAN JOBE
REGISTER OF DEEDS

Total: \$26.00

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF YANCEY

Prepared by Robert A. Phillips, Attorney at Law, Burnsville, NC 28714

THIS AGREEMENT, made and entered into this 4th day of September, 2015, by and between **MARY LEE ROGERS and TRAVIS ROGERS**, hereinafter referred to as Parties of the First Part; and **DONALD M. HONEYCUTT**, hereinafter referred to as Party of the Second Part; as follows:

WITNESSETH:

THAT WHEREAS, the Parties of the First Part are the owners of an 80 acre, more or less tract of land, located in Ramseytown Township, Yancey County, North Carolina, described at Deed Book 710 , Page 148, Yancey County Deed Registry, which property lies on Highway 19W and Fire Scald Road; and

WHEREAS, the Party of the Second Part is the owner of a 58 acre tract of lands as described at Deed Book 191, Page 395, Yancey County Deed Registry, which property uses Fire Scald Road to access Highway 19W; and

WHEREAS, Fire Scald Road passes over an existing bridge which the Party of the Second Part wishes to replace; and

NOW, THEREFORE, for valuable consideration the Parties of the First Part do hereby convey to the Party of the Second Part, his successors and assigns, an easement and right to construct a replacement bridge on their property, at the location of the current bridge, said bridge not to exceed 20 feet in width, along with a perpetual and nonexclusive easement and road right of way over that portion of Fire Scald Road which traverses their property, as means of ingress, egress and regress, together with the right to inspect, maintain and repair said roadway.

The Party of the Second Part hereby agrees to replace the bridge, at his sole expense and to bear all responsibility for acquiring the necessary permits, and for meeting all applicable standards required by Federal, State or Environmental agencies governing the construction , and that use of said bridge shall be for all parties to this instrument.

To have and to hold the rights and easements hereby granted to the respective parties and their successors in title forever, it being agreed that the rights and easement hereby granted are for the common use of, are appurtenant to, and run with the lands referred to hereinabove.

IN TESTIMONY WHEREOF, said parties have hereunto set their hands and seals this the day and year first above written.

Mary Lee Rogers (SEAL)
Mary Lee Rogers

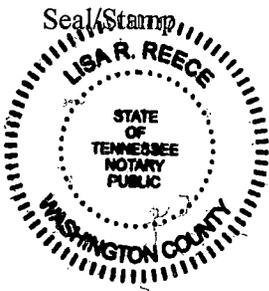
Travis Rogers (SEAL)
Travis Rogers

Donald M. Honeycutt (SEAL)
Donald M. Honeycutt

Tennessee
STATE OF ~~NORTH CAROLINA~~
COUNTY OF Washington

I, Lisa Reece, a Notary Public in and for the above County and State, do hereby certify that Mary Lee Rogers and Travis Rogers who is known to me or proved to me on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purpose stated therein.

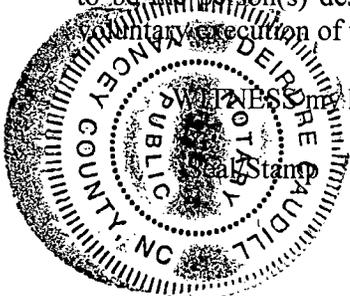
WITNESS my hand and official seal this 9th day of September, 2015.



Lisa R. Reece
Notary Public
My Commission expires: 6-4-16

STATE OF NORTH CAROLINA
COUNTY OF Yancey

I, Deirdre Caudill, a Notary Public in and for the above County and State, do hereby certify that Donald M. Honeycutt who is known to me or proved to me on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purpose stated therein.



WITNESS my hand and official seal this 9 day of Sept, 2015.

Deirdre Caudill
Notary Public
My Commission expires: 02-26-19