

Prepared by and return to: Bradshaw Robinson Slawter & Rainer LLP, Post Office Box 607, Pittsboro, NC 27312

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

EASEMENT AND ROAD MAINTENANCE AGREEMENT

This EASEMENT AND ROAD MAINTENANCE AGREEMENT (“Easement Agreement”) is made and entered into the 19th day of April, 2024, by and between **JANICE R. COTTLE** and **RAY C. COTTLE**, wife and husband, (“Cottle”), **DAVID ROBERT HANSEN** and **JANICE ELIZABETH HANSEN**, husband and wife, (“Hansen”) and **JOSEF ASHLEY** and **SYDNEY ASHLEY**, husband and wife, (“Ashley”). Cottle, Hansen and Ashley are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

THAT WHEREAS, Cottle is the owner of all that certain tract or parcel of land located in Newlin Township, Alamance County, North Carolina, and being more particularly described as follows:

BEGINNING at an iron stake, corner with Marvin Jones and Jim Curl (said iron stake being S. 5 deg. 55' W. 204.3 feet from an iron stake in or near the northern margin of Mt. Olive Church Road, formerly known as the Russell Road and being State Road No. 2342); running thence with the said Curl, N. 86 deg. 05' W. 824.50 feet to an iron stake; thence again with Curl, S. 25 deg. 23' W 337.5 feet to a Hickory Tree; thence again with Curl, N. 87 deg. 50' W. 229 feet to a point in Branch, corner with E. L. Russell; thence with the said Russell, N. 1 deg. 15' W 509.5 feet to a point in the aforesaid State Road; thence with the State Road, S. 86 deg. 21' E. 39.82 feet to a point; thence N. 21 deg. 26' E. 556.35 feet to an iron stake, corner with Mrs. S. A. Wimbish; thence with the said Wimbish the following courses and distances: S. 87 deg. 44' E. 709.5 feet, S. 2 deg. 50' W. 202.4 feet to a rock; thence S. 86 deg. 31' E. 165 feet to an iron stake; thence S. 3 deg. 29' W. 330 feet to a point in the said State Road; thence with the said State Road, S. 86 deg. 31' E. approximately 165 feet to a point, corner with Marvin Jones; thence with the said Jones, S. 5 deg. 55' W. 204.3 feet to the BEGINNING, and containing 18.70 acres, more or less; and being that tract designated as Tract No. 1, “Homeplace”, as shown on plat made by William L. Bolden, Registered Land Surveyor, August 23, 1971 (the “Cottle Property”);

Submitted electronically by "Bradshaw Robinson Slawter & Rainer LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Alamance County Register of Deeds.

THAT WHEREAS, Hansen is the owner of all that certain tract or parcel of land located in Newlin Township, Alamance County, North Carolina, and being more particularly described as follows:

BEING all that Lot 1, containing 47.853 acres more or less, as shown on the plat entitled, "*Final Plat Minor Subdivision for DAVID ROBERT HANSEN & JANICE ELIZABETH HANSEN,*" last revised November 1, 2023, by Donald E. Robinson, PLS, of Donald E. Robinson Land Surveying, and recorded in Plat Book 84, Page 191, Alamance County Registry, reference to which is hereby made for greater certainty of description (the "**Hansen Property**");

WHEREAS, Ashley is the owner of all that certain tract or parcel of land located in Newlin Township, Alamance County, North Carolina, and being more particularly described as follows:

BEING all that Lot 2, containing 5.000 acres more or less, as shown on the plat entitled, "*Final Plat Minor Subdivision for DAVID ROBERT HANSEN & JANICE ELIZABETH HANSEN,*" last revised November 1, 2023, by Donald E. Robinson, PLS, of Donald E. Robinson Land Surveying, and recorded in Plat Book 84, Page 191, Alamance County Registry, reference to which is hereby made for greater certainty of description (the "**Ashley Property**");

WHEREAS, an easement exists for the benefit of the Hansen Property and the Ashley Property over and upon the Cottle Property, which easement area is shown on the Plat entitled, "*Final Plat Minor Subdivision for DAVID ROBERT HANSEN & JANICE ELIZABETH HANSEN,*" last revised November 1, 2023, by Donald E. Robinson, PLS, of Donald E. Robinson Land Surveying, and recorded in Plat Book 84, Page 191, Alamance County Registry (the "**New Survey**") as "**30' Access Easement**" (the "**Existing Easement**");

WHEREAS, Hansen and Ashley desire to widen and extend the Existing Easement for themselves, their successors, assigns, mortgagees, licensees and invites to have a non-exclusive perpetual easement for access, ingress, egress and regress and for the installation, operation, repair, maintenance and replacement of utilities over and upon the Existing Easement and that "**50' Proposed Private Road R/W**" shown on the New Survey (the "**New Easement**" and, collectively with the Existing Easement, the "**Road Easement**"), which easement area extends South from the Russell Road (State Road # 2342) right of way to the most northeastern point of the Ashley Property as shown on the New Survey and the "**Road**" within the Road Easement is known as Peach Blossom Drive;

WHEREAS, the Parties wish to bind themselves and their respective heirs, successors and assigns to provide for the maintenance of the Road until such time, if ever, the Road is accepted by the State of North Carolina or another public body for maintenance.

NOW, THEREFORE, in consideration of the mutual promises and covenants made pursuant to this Easement Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Description of Easement Area.

The Parties shall have different easements rights over and upon the Road Easement, which different easements rights affect two separate segments of the Road Easement. The two segments of the Road Easement are defined as:

(a) **“Road Easement Segment 1”**: BEING that northernmost portion of the Road Easement, being approximately 143 feet in length, commencing at the southern right-of-way line of Russell Road (State Road #2342) and running thence south approximately 143 feet to the northwestern point of the Hansen Property marked with an “EIP” as shown on the New Survey.

(b) **“Road Easement Segment 2”** BEING the portion of the Road Easement, being fifty feet in width, commencing at the most northwestern point of the Hansen Property and running thence south to the most northeastern point of the Ashley Property.

SECTION 2. Perpetual Easements.

(a) **Segment 1 of the Road Easement**: Cottle hereby grants and conveys to Hansen and Ashley, their respective heirs, successors and assigns, a perpetual, non-exclusive easement over and across Road Easement Segment 1 for access, ingress, egress and regress and for the installation, operation, repair, maintenance and replacement of utilities, to have and to hold said easement and right-of-way to Hansen and Ashley, their heirs, successors and assigns forever. The perpetual, non-exclusive easement set forth herein shall be appurtenant to and run with the title to the Cottle Property, the Hansen Property and the Ashley Property.

(b) **Segment 2 of the Road Easement**: In addition to the easement rights set forth in Section 2(a) above, Hansen hereby grants Ashley, their respective heirs, successors and assigns, a perpetual, non-exclusive easement over and across Road Easement Segment 2 for access, ingress, egress and regress and for the installation, operation, repair, maintenance and replacement of utilities, to have and to hold said easement and right-of-way to Ashley, their respective heirs, successors and assigns forever. The perpetual, non-exclusive easement set forth herein shall be appurtenant to and run with the title to the Hansen Property and the Ashley Property.

SECTION 3. Maintenance of Road. Hansen and Ashley shall be jointly responsible for the maintenance and repair of the Road. The Road shall be maintained as a compacted dirt road. Maintenance of the Road includes, but is not limited to, adding dirt to fill ruts, holes and washed-out sections and doing any other reasonably necessary maintenance; however, maintenance shall not include any improvement, widening or other upgrading or landscaping of the Road Easement beyond its condition as constructed at the time that this Easement Agreement is recorded. Hansen and Ashley shall have the right to enforce the obligations set forth in this Section 3 by sending notice to the other party pursuant to Section 5 herein.

SECTION 4. Installation and Maintenance of Utilities. Following the completion of any installation, construction, monitoring, replacement, repair, maintenance, operation or removal of Hansen or Ashley’s utilities within the Easement Area, any disturbed lands shall be restored by the party doing the work to the same condition as existed prior to such work, or, if that is not practicable, then such land shall be restored in accordance with generally accepted practices regarding the installation and engineering of utilities, and in accordance with generally accepted landscaping practices. The Parties shall have the right to enforce the obligations set forth in this Section 4 by sending notice to the other party pursuant to Section 5 herein.

SECTION 5. Notice. Any notice (“Notice”) given pursuant to this Easement Agreement shall be given in writing by (i) personal delivery, (ii) by overnight delivery or courier service, or (iii) by depositing it with the United States Postal Service or any official successor thereto, certified mail, return

receipt requested, with adequate postage prepaid. If given by personal delivery or by overnight delivery or courier service, then the Notice shall be deemed to have been given and received upon receipt at the address to which it is delivered. If given by mail in accordance with this Section 5, then the Notice shall be deemed given on the date of deposit, and received on the third (3rd) business day following such deposit with the U.S. Postal Service. Rejection or other refusal by the addressee to accept delivery shall be deemed to be the receipt of the Notice on the third day following the date postmarked by the U.S. Postal Service or deposited with a courier service. The addresses for Notice given pursuant to this Easement Agreement shall be the last known address as shown in the Alamance County tax listing for the Cottle Property, the Hansen Property and the Ashley Property.

SECTION 6. Covenants Running with the Land. The covenants and agreements made and the easements granted herein shall constitute covenants running with the land and are made for the benefit and/or burden, as allocable, of the Cottle Property, the Hansen Property and the Ashley Property, and shall be binding upon and inure to the benefit of the Cottle Property, the Hansen Property and the Ashley Property.

SECTION 7. General Provisions.

(a) **Applicable Law.** This Easement Agreement shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, without giving effect to its conflict of laws provisions.

(b) **Entire Agreement; Easements Cumulative.** This Easement Agreement contains the entire understanding and agreement by and between the Parties with respect to the Easement Area, and all prior or contemporaneous oral or written agreements regarding the Easement Area are merged herein.

(c) **Binding Effect.** This Easement Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective heirs, successors and assigns.

(d) **Severability.** If any term or provision, or any portion thereof, of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Easement Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) **Captions and Headings.** The captions and headings throughout this Easement Agreement are for convenience and reference only and the words set forth therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Easement Agreement.

(f) **No Waiver.** Failure of any Party to insist upon compliance of any provision of this Easement Agreement shall not constitute a waiver of the rights of such Party to subsequently insist upon compliance with that provision or any other provision of this Easement Agreement, nor in any way to affect the validity of all or any part of this Easement Agreement.

(g) **Amendment.** No amendment to this Easement Agreement shall be effective unless made in a writing signed by the Parties, or their respective successors and assigns, and recorded on the Alamance County Registry.

(h) Entire Agreement; Amendment. This Easement Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, understandings and agreements. Notwithstanding the foregoing, nothing herein shall be deemed a termination of the rights and obligations of the Existing Easement. This Easement Agreement may be amended by a unanimous vote of owner of the Cottle Property, the Hansen Property and the Ashley Property, but any such amendment shall only be effective if made in writing and recorded in the office of the Alamance County Register of Deeds.

(i) Subordination of Lien to Mortgage. The liens created by this Easement Agreement shall be subordinate to the lien of any first mortgage on the Cottle Property, the Hansen Property and the Ashley Property. The sale or transfer of any of the Cottle Property, the Hansen Property and the Ashley Property shall not affect the liens created hereby. However, the sale or transfer of the Cottle Property, the Hansen Property or the Ashley Property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such obligation as to payments which became due prior to such sale or transfer except that such extinguished lien may be reallocated and assessed equally to the other owners of the Cottle Property, the Hansen Property and the Ashley Property that are also obligated to pay the obligations which were extinguished by the foreclosure.

IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be duly executed in their respective names, all by authority duly given, as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow.]

Janice R. Cottle (SEAL)
JANICE R. COTTLE

Alamance COUNTY, STATE OF North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: JANICE R. COTTLE

Date: 03-15-2024

Adrian Valencia
Notary Public

Print Name: Adrian Valencia

My commission expires: 05-15-2027



[Remainder of page intentionally left blank; continued on next page.]

Ray C. Cottle (SEAL)
RAY C. COTTLE

Alamance COUNTY, STATE OF North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: RAY C. COTTLE

Date: 03-15-2024

Adrian Valencia
Notary Public

Print Name: Adrian Valencia

My commission expires: 05-15-2027



[Remainder of page intentionally left blank; continued on next page.]

 (SEAL)
DAVID ROBERT HANSEN

CHATHAM COUNTY, STATE OF NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: DAVID ROBERT HANSEN

Date: April 19, 2024



[Official Seal]


Teresa Heath Rainer, Notary Public

My commission expires: 6/3/2026

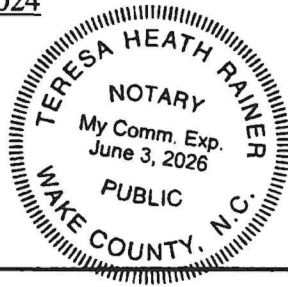
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Janice Elizabeth Hansen (SEAL)
JANICE ELIZABETH HANSEN

CHATHAM COUNTY, STATE OF NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: JANICE ELIZABETH HANSEN

Date: April 19, 2024

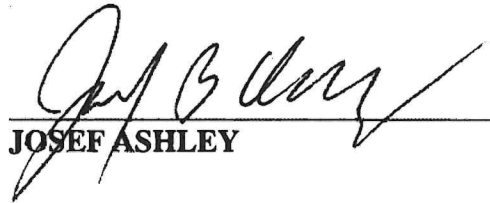


[Official Seal]

Teresa Heath Rainer
Teresa Heath Rainer, Notary Public

My commission expires: 6/3/2026

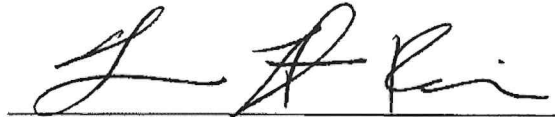
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 (SEAL)
JOSEF ASHLEY

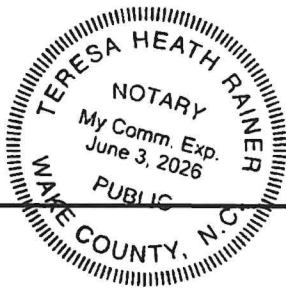
CHATHAM COUNTY, STATE OF NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: JOSEF ASHLEY

Date: April 19, 2024


Teresa Heath Rainer, Notary Public

[Official Seal]



My commission expires: 6/3/2026

[Remainder of page intentionally left blank; continued on next page.]

Sydney Ashley (SEAL)
SYDNEY ASHLEY

CHATHAM COUNTY, STATE OF NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: SYDNEY ASHLEY

Date: April 19, 2024

Teresa Heath Rainer
Teresa Heath Rainer, Notary Public

[Official Seal]



My commission expires: 6/3/2026

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CONSENT OF LENDER

State Employees' Credit Union hereby joins in this Easement Agreement to evidence its written consent hereto.

Date: April 11, 2024

STATE EMPLOYEES' CREDIT UNION

By: *Danielle Sanders*

Print Name: Danielle Sanders

Title: SVP Loan Servicing

Wake County, North Carolina

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: Danielle Sanders, SVP Loan Servicing

Date: April 11, 2024 *Virna Padilla*

**VIRNA PADILLA
NOTARY PUBLIC
WAKE COUNTY, N.C.**

(Seal)

Virna Padilla, Notary Public
(Printed Name)

My commission expires: March 1, 2026

[End of Document.]