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 Buncombe County, NC
 Otto W. DeBruhl Register of Deeds
 BK 4638 PG 1940-1950

THIS INSTRUMENT WAS PREPARED BY:

Allen Fox, Esquire

AND SHOULD BE RETURNED TO:

Susan S. Barbour, **ROD Box 31** ➔

McGuire, Wood & Bissette, PA

CONSTRUCTION AND ACCESS EASEMENT

THIS CONSTRUCTION AND ACCESS EASEMENT (this "Easement") made this 16th day of January, 2009, between **CENTER 164, LLC**, a North Carolina limited liability company, hereinafter referred to as "Grantor", and **RANDALL GLADE LLC**, a Delaware limited liability company, hereinafter referred to as "Grantee".

WHEREAS, Grantor and Grantee are parties to that certain Purchase and Sale Agreement dated as of December 31, 2008 (the "Contract") under which Grantee is acquiring from Grantor the real property located in Sandy Mush Township, North Carolina and more particularly described on **Exhibit "A"** attached hereto ("Grantee's Property"), together with all appurtenances thereto, including without limitation the right and easement to use Randall Cove Road (as hereinafter defined) in common with Grantor and others.

WHEREAS, Grantee's Property is part of a larger tract of land known as Randall Glen owned by Grantor and more particularly described on **Exhibit "B"** attached hereto ("Randall Glen").

AND, WHEREAS, ingress and egress to and from Randall Glen is provided over a private road known and referred to as Randall Cove Road, a portion of which is shown the plat as recorded in Plat Book 122 at Page 17 of the Buncombe County, NC Registry and which is attached hereto as **Exhibit "C"** ("Randall Cove Road"), and Grantor has agreed to grant, an easement on, over and across portions of the remainder of Randall Glen owned by Grantor ("Grantor's Property") hereinafter referred to as the Access Road Easement Area and the Randall Cove Road Easement Area (together, the "Easement Areas"), for ingress and egress to and from the Grantee's Property and for construction, if Grantee so elects, of a roadway and/or a private driveway over and across that portion of the Access Road Easement Area and the Private Driveway Easement Area, respectively, and an easement on, over and across portions of Grantor's Property adjacent to the Easement Areas for the erection and maintenance of directional and informational signs along said Easement Areas.

AND, WHEREAS, the Grantee's Property includes a septic system that will serve the eight cabins now or hereafter located thereon, and the area designated for the redirection of liquid waste in the event that the primary septic field malfunctions or requires repairs or replacement is located on that portion of the Grantor's Property adjacent to the Grantee's Property designated as the "Repair Area" on the plat as recorded in Plat Book 122 at Page 17 of the Buncombe County, NC Registry and which is attached hereto as **Exhibit "C"**, and Grantor has agreed to grant an easement in, on, over and across the Repair Area for the construction, reconstruction and placement of a leaching system, including without limitation pipes and appurtenant equipment, and for the use of such system and the Repair Area for the drainage of effluent during repairs or in the event of, or following, the overflow or malfunction of the primary leach field, and for operation, maintenance and repair of said system.

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NOW THEREFORE, for good and valuable consideration, including without limitation the mutual covenants and benefits provided in the Contract, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to the Grantee appurtenant, perpetual, non-exclusive easements (i) on, over and across the Easement Areas for ingress to and from Grantee's Property, and construction and maintenance of private driveways and/or roadways; (ii) on, over and across portions of Grantor's Property adjacent to the Easement Areas for the installation and maintenance of directional and information signs; and (iii) in, on, over and across the Repair Area for construction, reconstruction, use and maintenance of a leaching system and appurtenances thereto, all as follows:

1. Grant of Easement Rights.

a. Grantor hereby grants and conveys to Grantee a perpetual easement on, over and across the area on Grantor's Property shown on the plat as recorded in Plat Book 122 at Page 17 of the Buncombe County, NC Registry and which is attached hereto as **Exhibit "C"** hereto as the proposed 30' R/W and utility easement and existing gravel drive (the "Access Road Easement Area"), running from Randall Cove Road to the Grantee's Property, for (i) vehicular and pedestrian ingress and egress over the Access Road Easement Area by Grantee, its successors and assigns, and their respective employees, agents, contractors, customers, tenants, invitees and licensees, and (ii) if Grantee so elects, construction and reconstruction from time to time of a paved or gravel road or driveway thereon with dimensions and specifications designated by Grantee (the "Access Road").

b. Grantor also hereby grants and conveys to Grantee a perpetual easement on, over and across the portion of Grantor's Property lying within the existing dirt or gravel roadbed of Randall Cove Road along or adjacent to the entire length of the northern boundary of Grantor's Property, running from the northeast corner of Grantor's Property to the northwest corner of the Grantor's Property where said property borders Grantee's Property (the "Randall Cove Road Easement Area"), for construction, if Grantee so elects, and reconstruction from time to time of a paved or gravel road or driveway thereon with specifications designated by Grantee (the "Randall Cove Road Improvements") and for vehicular and pedestrian ingress and egress over the Randall Cove Road Easement Area by Grantee, its successors and assigns, and their respective employees, agents, contractors, customers, tenants, invitees and licensees. Grantor and Grantee shall endeavor to enter into an agreement, with the owners of the properties designated as the Susan E. Wilson, Evelyn Bloch and Billy Roy Neal properties on that plat as recorded in Plat Book 122 at Page 17 of the Buncombe County, NC Registry and which is attached hereto as **Exhibit "C"** (collectively, the "Neighboring Property"), to allow construction of a portion of the Randall Cove Road Improvements on that part of Randall Cove Road that borders the Grantor's Property and is located on the Neighboring Property. In exchange for securing the right to incorporate said portion of Randall Cove Road into the Randall Cove Road Easement Area, said agreement will grant the owners of the Neighboring Property the non-exclusive right to use the Randall Cove Road Easement Area for ingress to and egress from the Neighboring Property.

c. Grantor also hereby grants and conveys to Grantee a perpetual easement in, on, over and across the Repair Area for (i) the construction, reconstruction, placement and replacement of a leaching system, including without limitation pipes and appurtenant equipment, in the Repair Area, and (ii) use said system and the Repair Area for the drainage of liquid waste and effluent during repairs or in the event of, or following, the overflow or malfunction of the existing primary leaching field serving the cabins now or hereafter on Grantee's Property as shown on the plat as recorded in Plat Book 122 at Page 17 of the Buncombe County, NC Registry and which is attached hereto as **Exhibit "C"** and for the operation, maintenance and repair of said leaching system in the Repair Area (the "Leaching System").

d. Grantor also hereby grants Grantee the right to erect and maintain directional and informational signs, identifying Grantee's Property and providing directions thereto, at the intersection of Randall Cove Road and the Access Road and at one or more points along the Access Road and the Private Driveway, with such specifications and in such additional locations as Grantee elects, but subject to Grantor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed (the "Signs").

e. In connection with the foregoing easements, Grantor also hereby grants to Grantee a right and easement to access the Grantor's Property as reasonably necessary, from

time to time, to improve, operate, construct, maintain and repair the Access Road, the Randall Cove Road Improvements, the Signs and the Leaching System with such personnel, equipment, materials, and vehicles as Grantee deems necessary or appropriate for the purpose of exercising the rights and easements granted hereunder, including without limitation the right to stage the construction of the Access Road, the Randall Cove Road Improvements and/or the Leaching System and installation of the Signs from portions of Grantor's Property adjacent to the Easement Areas or Repair Area and to store, temporarily, materials, vehicles and equipment used in connection with such construction and installation.

2. Laws and Regulations. Grantee shall comply with any and all federal, state and local laws and regulations in performing any construction or other work on the Grantor's Property.

3. Notification. Grantee shall notify Grantor at least twenty four (24) hours prior to the beginning of any work on the Grantor's Property.

4. Non-Interference. In exercising any rights contained in this Easement, Grantee shall use reasonable efforts to minimize its interference with the Grantor's activities and those of its employees, agents, tenants, customers, invitees and licensees.

5. Restoration. Any portions of the Grantor's Property which are damaged or disturbed in any manner by the Grantee's construction, reconstruction or maintenance of the Access Road, the Randall Cove Road Improvements, the Leaching System or the Signs shall be restored to their original condition after completion of the work.

6. Maintenance. After initial construction of the Access Road, the Randall Cove Road Improvements and/or the Leaching System, Grantee shall have the right to maintain, repair and replace the Access Road, the Randall Cove Road Improvements and/or the Leaching System, if and when necessary as determined by Grantee. All notification, permitting, non-interference and other provisions of this Easement regarding the initial construction of the Access Road, the Randall Cove Road Improvements and the Leaching System shall be applicable to any such maintenance and other work on the Grantor's Property.

7. Expenses. If Grantee elects to construct the Access Road, the Randall Cove Road Improvements and/or the Leaching System as described above, Grantee shall bear all costs and expenses of such construction. The owner of the Grantor's Property shall reimburse the owner of the Grantee's Property for fifty percent (50%) of any and all costs and expenses incurred by Grantee in connection with the operation, maintenance and/or repair of the Access Road and/or the Randall Cove Road Improvements. Any amounts due hereunder which are outstanding more than ten (10) calendar days after written demand therefor shall accrue interest from the date of written demand until the date that the same is actually paid at a rate per annum equal to the lesser of (a) the prime rate of interest announced by Bank of America, or its successors, from time to time for ninety (90) day unsecured loans to its best commercial customers, plus five percent (5%), and (b) the maximum rate permitted by applicable law.

8. Representations and Warranties. Grantor represents and warrants to Grantee that:

a. As of the date hereof, Grantor's Property is owned by Grantor free and clear of and from any liens other than ad valorem real property taxes and assessments not yet due and payable;

b. This Easement does not conflict with nor does it violate any of Grantor's charter documents, including its operating agreement, or any other contracts or agreements to which Grantor or Grantor's Property are bound;

c. Grantor has all requisite power and authority to enter into this Easement and perform its obligations hereunder; and

d. This Easement has been duly authorized, executed and delivered by Grantor.

9. Entire Agreement. All notices given in connection with this Easement shall be effective as of the date personally delivered, one day after the date delivered to overnight courier, or three days after being mailed by U.S. Mail (postage prepaid), as the case may be, if sent to the

parties at the following addresses (as such addresses may be modified or updated by written notice given in accordance with the terms hereof):

Grantor's notice address:

Center 164, LLC
96 Randall Cove Road
Leicester, NC 28748
Attn: Ms. Linda K. Goodin

Grantee's notice address:

Randall Glade LLC
c/o Martin S. Kaplan, Esq.
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109
Fax No.: 617-526-5000

10. Entire Agreement. This Easement contains all agreements of the parties with respect to the subjects addressed herein, and supersedes any prior discussions, and all other contracts or other agreements with respect thereto. No amendments or modifications to this Easement or waivers of any rights or benefits provided herein shall be binding unless signed by the party against whom such modification or waiver is sought to be enforced.

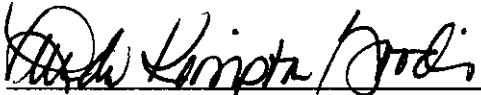
11. Governing Law. This Easement shall be construed in accordance with and shall be governed by the internal laws of the State of North Carolina.

12. Survival. The terms of this Easement shall run with the land described in the exhibits hereto and shall inure to the benefit of, as well as be binding upon, all of the parties hereto and their respective legal representatives, successors, heirs and assigns.

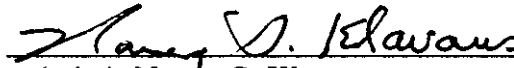
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IN WITNESS WHEREOF, the parties have executed this Construction and Access Easement as of the day and year set forth in the first paragraph above.

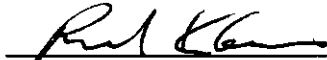
**GRANTOR: CENTER 164, LLC, a
North Carolina limited liability company**

By:  (SEAL)
Name (print): LINDA KIMPTON GOODIN
Title (print): MANAGER
Date of Execution: 01/16/09

**GRANTEE: RANDALL GLADE LLC,
A Delaware limited liability company**

By:  (SEAL)
Name (print): Nancy G. Klavans
Title (print): MANAGER

Date of Execution: 1-16-09

By:  (SEAL)
Name (print): Richard Klavans
Title (print): MANAGER
Date of Execution: 1-16-09

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Susan Strayhorn Barbour, a Notary Public of the aforesaid County and State, do hereby certify that Linda Kimpton Goodin, Manager of Center 164, LLC, a North Carolina limited liability company, personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of Center 164, LLC.

I certify that the Signatories personally appeared before me this day, and
(check one of the following)

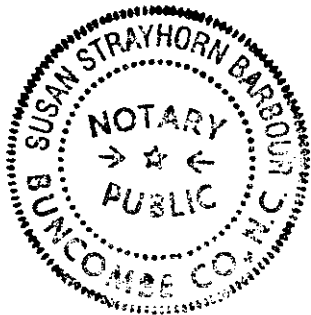
_____ (I have personal knowledge of the identity of each Signatory); or
_____ (I have seen satisfactory evidence of each Signatory's identity, by a current
state or federal identification with the Signatory's photograph in the form of:

_____ (check one of the following)
_____ a driver's license for each signatory or
_____ in the form of _____); or

_____ (A credible witness has sworn to the identity of each of the Signatories).

The Signatories acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 16th day of January, 2009.



Susan Strayhorn Barbour
Notary Public

Print Name: Susan Strayhorn Barbour

My Commission Expires: 12-10-2011

[NOTARY SEAL]

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Susan Strayhorn Barbour, a Notary Public of the aforesaid County and State, do hereby certify that Nancy G. Klavans and Richard Klavans, being the sole Member Managers of Randall Glade LLC, a Delaware limited liability company, personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of Randall Glade LLC.

I certify that the Signatories personally appeared before me this day, and
(check one of the following)

_____ (I have personal knowledge of the identity of each Signatory); or

_____ (I have seen satisfactory evidence of each Signatory's identity, by a current
state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

_____ ✓ a driver's license for each signatory or

_____ in the form of _____); or

_____ (A credible witness has sworn to the identity of each of the Signatories).

The Signatories acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

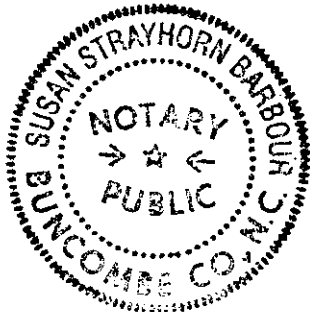
Witness my hand and official stamp or seal this 16th day of January, 2009.

Susan Strayhorn Barbour
Notary Public

Print Name: Susan Strayhorn Barbour

My Commission Expires: 12-10-2011

[NOTARY SEAL]



Attachments

Exhibit A – Legal Description of Grantee's Property
Exhibit B – Legal Description of Randall Glen
Exhibit C – Plat of Access Road Easement Area

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EXHIBIT A

Tract 2, Plat Book 122, page 17

BEING all of that certain parcel of land situated in Sandy Mush Township, Buncombe County, NC and being more particularly described as follows:

BEING all of that 55.341 acre tract designated as TRACT 2 on plat entitled "Survey for Randall Glade LLC" by David E. Summey, PLLC, dated 12-3-2008 and recorded in Plat Book 122, at Page 17 of the Buncombe County, NC Registry, reference to said plat being made for a more particular description of said Tract 2.

TOGETHER WITH an exclusive, appurtenant easement area for use for a septic drain field and repair area as more particularly shown and described on the above referenced recorded plat and lying and being adjacent to the northern boundary of said Tract 2.

TOGETHER WITH the terms and agreements as set forth in that Right of First Refusal Agreement dated January 16, 2009 between Center 164, LLC as grantor and Randall Glade LLC as Grantee to be recorded simultaneously herewith, the terms of said Agreement to be deemed incorporated herein by reference.

TOGETHER WITH AND SUBJECT TO all easements and rights of ways as shown on the above described recorded plat, which rights of ways provide non-exclusive, privately maintained access from said Tract 2 over and across a shared thirty foot (30') wide driveway for ingress, egress and regress and for the installation and maintenance of utilities and drainage facilities leading from the northern boundary of said Tract 2 and crossing Tract 1 as shown and described on the above referenced plat to that privately maintained road known as Randall Cove Road, aka, Surrett Cove Road and Surrett Cove Road Extension to Surrett Cove Road (SR 1397) as more particularly shown on the above referenced plat and as described in Deed Book 1062, Page 162; Deed Book 2091, at Page 689; Deed Book 1236, Page 373; Deed Book 3863, Pages 363, 365 and 367, all of the Buncombe County, NC Registry.

TOGETHER WITH AND SUBJECT TO the terms and agreements as set forth in that Construction and Access Easement dated January 16, 2009 between Center 164, LLC as grantor and Randall Glade LLC as Grantee to be recorded simultaneously herewith, the terms of said Easement to be deemed incorporated herein by reference.

BEING a portion of that property conveyed by Mary Adore Coloney, unmarried to Center 164, LLC, A North Carolina limited liability company by deed recorded in Book 4196, at Page 494 of the Buncombe County, NC Registry.

EXHIBIT B**To Construction and Access Easement and Right of First Refusal Agreement**

BEING all of that certain parcel of land situated in Sandy Mush Township, Buncombe County, NC and being more particularly described as follows:

TRACT 1: BEING all of that 80.328 acre parcel as shown on that plat entitled "Survey for Christine D. Vigue" by Robert B. Cheek, PLS dated 4-28-1999 and recorded in Plat Book 73, at Page 59 of the Buncombe County, NC Registry, reference to which is hereby made for a more particular description of said 80.328 acre parcel.

TRACT 2: BEING all of that 0.13 acre parcel identified as Parcel 2 as shown on that plat entitled "Survey for Susan E. Wilson and Christine D. Vigue" by Bobby C. McMahan, PLS dated August 14, 2004 and revised September 20, 2004 and recorded in Plat Book 94, at Page 166 of the Buncombe County, NC Registry, reference to which is hereby made for a more particular description of said 0.13 acre parcel 2.

LESS AND EXCEPTING that 0.13 acre parcel identified as Parcel 1 as shown on that plat entitled "Survey for Susan E. Wilson and Christine D. Vigue" by Bobby C. McMahan, PLS dated August 14, 2004 and revised September 20, 2004 and recorded in Plat Book 94, at Page 166 of the Buncombe County, NC Registry, reference to which is hereby made for a more particular description of said 0.13 acre parcel 1.

TOGETHER WITH AND SUBJECT TO all easements and rights of ways as shown on the above described recorded plats , which rights of ways provide access over and across Randall Cove Road, aka, Surrett Cove Road and Surrett Cove Road Extension to Surrett Cove Road (SR 1397) and as described in Deed Book 1062, Page 162; Deed Book 2091, at Page 689; Deed Book 1236, Page 373; Deed Book 3863, Pages 363, 365 and 367, all of the Buncombe County, NC Registry.

BEING all of that property conveyed by Mary Adore Coloney, unmarried to Center 164, LLC, A North Carolina limited liability company by deed recorded in Book 4186, at Page 494 of the Buncombe County, NC Registry.

Plat Book 122, Page 17

