

PENDING REVIEW FOR TAX LISTING

DATE 10/9/14 BY KH**2014007746**HAYWOOD CO, NC FEE \$26.00
PRESENTED & RECORDED

10-09-2014 11:38:59 AM

SHERRI C. ROGERS

REGISTER OF DEEDS
BY: AMANDA GUTIERREZ
DEPUTY**BK: RB 874****PG: 650-653**

This instrument prepared by: Woodrow H. Griffin, GRIFFIN, WELLS & QUEEN, P.A.

NORTH CAROLINA
HAYWOOD COUNTY

EASEMENT AGREEMENT

THIS AGREEMENT, made this the 2nd day of October 2014, by and between CHARLES W. KOUNS and STELLA E. HUMPHRIES, hereinafter called "Grantors, and CAROLYN THORNHILL MARTH and EDWARD C. THORNHILL, hereinafter called "Grantees" (collectively "parties" or "property owner(s)");

WHEREAS, Grantors are the owners of a certain tract of land located in Cecil Township Township, Haywood County North Carolina, as described in Book 793, Page 1446, Haywood County Registry; and

WHEREAS, Grantees are the owners of a certain tracts of land located in Cecil Township, Haywood County, North Carolina, as described in Book 663, Page 147 and Book 663, Page 146, Haywood County Registry; and

WHEREAS, there is currently in existence a roadway crossing over the property of the Grantors from Steel Bridge Road in a southerly direction to the properties of the Grantees, which roadway has been in existence for a number of years and provides the access to the properties of the Grantees

WHEREAS, the parties have agreed that Grantors shall convey to Grantees, their heirs, assigns and successors, an easement over and across the property of the Grantors as described herein for the purpose providing for and documenting access to the properties of the Grantees as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable considerations, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Grantors do hereby grant, bargain, sell and convey to Grantees, their heirs, assigns and successors, a perpetual road right of way and easement twelve feet (12') in width for ingress and egress, over and across the property of the Grantors described herein to the property of the Grantees as described herein, the centerline of said right of

way and easement running with the centerline of that road currently in existence and in use, and running from the northern boundary line of the property of the Grantors in a generally southerly direction to the northern boundary line of the properties of the Grantees. The roadway itself shall not be widened beyond ten feet (10') in width within the twelve foot (12') easement. The additional width shall be used for water diversion measures only.

2. Grantors reserve the right to the use of Grantors' property consistent with the Grantees' use as set forth herein.

3. Grantees covenant that they, their heirs, assigns and successors, shall restrict their driving to 15 miles per hour or under while driving over the easement area. The Grantess further covenant that they, their heirs, assigns and successors, shall refrain from depositing any trash or litter along the road. These restrictions shall be enforced through injunctive relief.

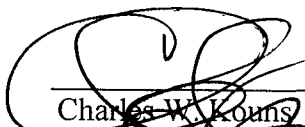
4. The parties hereto, their heirs, assigns and successors, shall be entitled to maintain and repair said road on an ongoing basis in order to provide access to their respective properties, including, but not limited to, grading, removal of rocks and boulders, and the placing of gravel within the boundaries of said road. The parties, their heirs, assigns and successors, shall notify the other property owner(s) that are subject to the Agreement prior to commencing any maintenance or repair work. No maintenance or repair work shall be performed without the consent of all parties, their heirs, assigns and successors. This condition shall not place any responsibility on either party to this agreement to contribute to the maintenance of said road but rather states that either party shall be entitled to maintain and repair said road upon consent of the other property owner(s). Consent from the other property owner(s) shall not be unreasonably withheld. Upon the transfer of the Grantors' property to a third party, other than a Trust wherein the Grantors' are either the settlors or beneficiaries of, the requirement to obtain consent prior to any maintenance being performed shall terminate.


4. The parties hereto, their heirs, assigns and successors, hereby acknowledge and agree that the gate located at the entrance of the road, is affixed to and the property of the Grantors, their heirs, assigns and successors. The gate shall remain in place, until and unless, the Grantors, their heirs, assigns and successors, decide to replace the existing gate with a new gate. At which time the Grantors, their heirs, assigns and successors, shall be responsible for the cost of the gate replacement. The gate shall be maintained or replaced by the Grantors, their heirs, assigns and successors, but shall not be removed entirely unless all property owners subject to this Agreement consent to the removal. A key or access mechanism to any lock which secures the gate shall be provided to each property owner subject to this Agreement.

5. This easement shall be appurtenant to and run with the title of the lands of Grantees as described herein..

TO HAVE AND TO HOLD said easement to the Grantees, their heirs, assigns and successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors and Grantees have hereunto set their hands and seals the date and year first above written.

 (Seal)
Charles W. Kouns

 (Seal)
Stella E. Humphries


____ (Seal)
Carolyn Thornhill Marth

____ (Seal)
Edward C. Thornhill

STATE OF NORTH CAROLINA
HAYWOOD COUNTY

I, a Notary Public of the state and county aforesaid, do hereby certify that Charles W. Kouns and Stella E. Humphries, whose names are signed to the agreement above, personally appeared before me this day and acknowledged the execution of the foregoing instrument as their voluntary act and deed.

Witness my and official stamp or seal, this 2nd day of OCTOBER
2014.


Notary Public

My commission expires APRIL 20, 2015

Jeanne T. Warner
Notary Public
Buncombe County, NC
My Commission Expires
April 20, 2015

STATE OF NORTH CAROLINA
HAYWOOD COUNTY

I, a Notary Public of the state and county aforesaid, do hereby certify that Carolyn Thornhill Marth and Edward C. Thronhill, whose names are signed to the agreement above, personally appeared before me this day and acknowledged the execution of the foregoing instrument as their voluntary act and deed.

Witness my and official stamp or seal, this ____ day of _____
2014.

Notary Public

My commission expires _____

TO HAVE AND TO HOLD said easement to the Grantees, their heirs, assigns and successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors and Grantees have hereunto set their hands and seals the date and year first above written.

_____(Seal)
Charles W. Kouns.

_____(Seal)
Stella E. Humphries

Carolyn Thornhill Marth (Seal)
Carolyn Thornhill Marth

Edward C. Thornhill (Seal)
Edward C. Thornhill

STATE OF NORTH CAROLINA
HAYWOOD COUNTY

I, a Notary Public of the state and county aforesaid, do hereby certify that Charles W. Kouns and Stella E. Humphries, whose names are signed to the agreement above, personally appeared before me this day and acknowledged the execution of the foregoing instrument as their voluntary act and deed.

Witness my and official stamp or seal, this ____ day of _____
2014.

Notary Public

My commission expires _____

STATE OF NORTH CAROLINA
HAYWOOD COUNTY

I, a Notary Public of the state and county aforesaid, do hereby certify that Carolyn Thornhill Marth and Edward C. Thronhill, whose names are signed to the agreement above, personally appeared before me this day and acknowledged the execution of the foregoing instrument as their voluntary act and deed.

Witness my and official stamp or seal, this 2nd day of October
2014.

Susan H. Purvis
Notary Public

My Commission Expires: 01-20-2017

SUSAN H PURVIS
NOTARY PUBLIC
HAYWOOD COUNTY, NC
MY COMMISSION EXP. 01-20-2017