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Fee Amt: \$26.00 Page 1 of 7
Revenue Tax: \$0.00
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK **1570** PG **864-870**

Prepared by and Return to:
Stephanie Sanders
Poyner Spruill LLP (Box 160)
Post Office Box 1801
Raleigh, North Carolina 27602

CROSS ACCESS EASEMENT AGREEMENT

This CROSS ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is executed as of this 21st day of October, 2015, by and between DURHAM REALTY, INCORPORATED, a North Carolina nonprofit corporation (“**Lot 1 Owner**”), and CSRA NC MOB, DST, a Delaware statutory trust (“**Lot 2 Owner**”).

WITNESSETH

WHEREAS, Lot 1 Owner is the current owner of Lot 1, containing 1.0462 acres (45570.5 sq. ft.), as shown on plat entitled “Survey For: Minor Subdivision For: MJ Haven, LLC, Owner, Dutchville Township, Granville County, North Carolina, prepared by James R. Wilson, Professional Land Surveyor, dated October 2, 2009 and recorded in Plat Book 38, Page 107, Granville County Registry (“**Lot 1**”);

WHEREAS, Lot 2 Owner is the current owner of Lot 2, containing 3.5234 acres (153,477.9 sq. ft.), as shown on plat entitled “Survey For: Minor Subdivision For: MJ Haven, LLC, Owner, Dutchville Township, Granville County, North Carolina, prepared by James R. Wilson, Professional Land Surveyor, dated October 2, 2009 and recorded in Plat Book 38, Page 107, Granville County Registry (“**Lot 2**”);

WHEREAS, Lot 1 and Lot 2 are sometimes collectively referred to in this Agreement as the “**Property**”; and

WHEREAS, Lot 1 Owner and Lot 2 Owner wish to establish perpetual easements for access over and across certain portions of the Property.

NOW THEREFORE, Lot 1 Owner and Lot 2 Owner hereby declare that the Property shall be held, sold and conveyed subject to the following easements and conditions. These easements and conditions shall be real covenants running with the Property, and shall be binding on all parties

having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of each owner of fee simple title to the Property.

1. Easements.

(a) Lot 1 Owner hereby declares, grants, establishes and creates in favor of Lot 2 a perpetual non-exclusive appurtenant easement and right over and across the existing driveway on the portion of Lot 1 labeled "**Easement Area**" as shown on Exhibit A attached hereto (the "**Lot 1 Easement Area**"), for ingress, egress and regress by vehicles and pedestrians to and from Lot 2.

(b) Lot 2 Owner hereby declares, grants, establishes and creates in favor of Lot 1 a perpetual non-exclusive appurtenant easement and right over and across the existing driveway on the portion of Lot 2 labeled "**Easement Area**" as shown on Exhibit A attached hereto (the "**Lot 2 Easement Area**" and collectively with the Lot 1 Easement Area, the "**Easement Area**"), for ingress, egress and regress by vehicles and pedestrians to and from Lot 1.

(c) The owners of Lot 1 and Lot 2, respectively, shall have the right to construct or relocate within the Easement Area, at their sole expense, any utility lines, so long as such utility lines do not unreasonably interfere with the use of the Easement Area for ingress, egress and regress as set forth in this Agreement.

2. Maintenance and Repairs. Lot 2 Owner shall be responsible for maintenance and repair of the Easement Area until such time as development is commenced on Lot 1 (the "**Development Date**"). From and after the Development Date, Lot 2 Owner and Lot 1 Owner shall share the responsibility, including all costs and expenses, of maintenance and repair of the Easement Area equally.

3. Maintenance of Insurance. Beginning on the Development Date, the Lot 1 Owner and Lot 2 Owner shall each purchase at its own cost and expense, and at all times maintain and keep in full force and effect, a comprehensive general liability insurance policy covering the insured against claims of bodily injury, personal injury and property damage arising out of the use and enjoyment of Lot 1 and Lot 2, respectively, by either party, its employees, agents, contractors, tenants, guests and invitees, for limits of liability not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall name the other owner and such owner's lender as additional insureds, and shall be issued by an insurance company having a rating which is acceptable to the other party and licensed to do business in the State of North Carolina and provide that said insurance shall not be cancelled or coverage changed unless thirty (30) days' prior written notice shall have been given to the other party. Each party shall deliver certificate of such insurance to the other at any time within fifteen (15) days of demand therefor. In the event either party shall fail to procure such insurance, or to deliver such certificate, the other party may, at its option and after thirty (30) days' prior written demand therefor, procure such policies for the account of the defaulting party, and the cost thereof shall be paid upon demand therefor by the defaulting party after delivery of the bills, statements or invoices therefor. Prior to the Development Date, only the Lot 2 Owner shall be required to comply with the insurance requirements set forth in this Section 3.

4. Obstruction / Reserved Rights. No party shall erect or construct, or cause to be erected or constructed, any fence, wall, curb or other barrier or in any manner interfere with or restrict the complete use and enjoyment by any party of the Easement Area in accordance with this Agreement. The owner of the land on which the Easement Area is located may make any use of the Easement Area that does not interfere with the exercise of the easement rights established hereunder.

5. No Dedication for Public Use. Nothing contained herein is intended to be, or shall be construed or deemed to constitute, a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

6. Benefits and Binding Effect. This Agreement shall benefit and shall be binding upon the parties and their respective successors and assigns. Except as otherwise expressly provided herein, the easements and conditions contained in this Agreement are not personal, but are appurtenant to and shall run with the land benefited thereby and will be binding upon and inure to the benefit of the owners of any portion of the Easement Area and their successors in interest or assigns.

7. Headings. The headings of the sections contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

8. Amendment and Termination. Any provision of this Agreement may be subordinated, modified, terminated or amended, in whole or in part, only with the written consent of the then current owners of Lot 1 and Lot 2, and the recording thereof in the Register of Deeds of Granville County.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

DURHAM REALTY, INCORPORATED

By: *Rachel Satterfield*
Name: Rachel Satterfield
Title: President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Rachel Satterfield, President, Durham Realty, Inc.

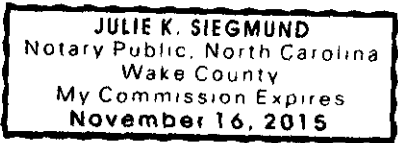
Date: 19th day of October, 2015.

Official Signature of Notary: *Julie K. Siegmund*

Notary's Printed or Typed Name: Julie K. Siegmund, Notary Public

My Commission Expires: Nov. 16, 2015

(Official Seal)



CSRA NC MOB, DST

By: CSRA NC MOB ST, LLC,
a Delaware limited liability company
Its: Signatory Trustee

By: _____

Name: Louis J. Rogers

Title: Director

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

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

Date: 19TH day of OCTOBER, 2015.

Official Signature of Notary: Irene Anderson Collier

Notary's Printed or Typed Name: IRENE ANDERSON COLLIER, Notary Public

My Commission Expires: 9/30/16

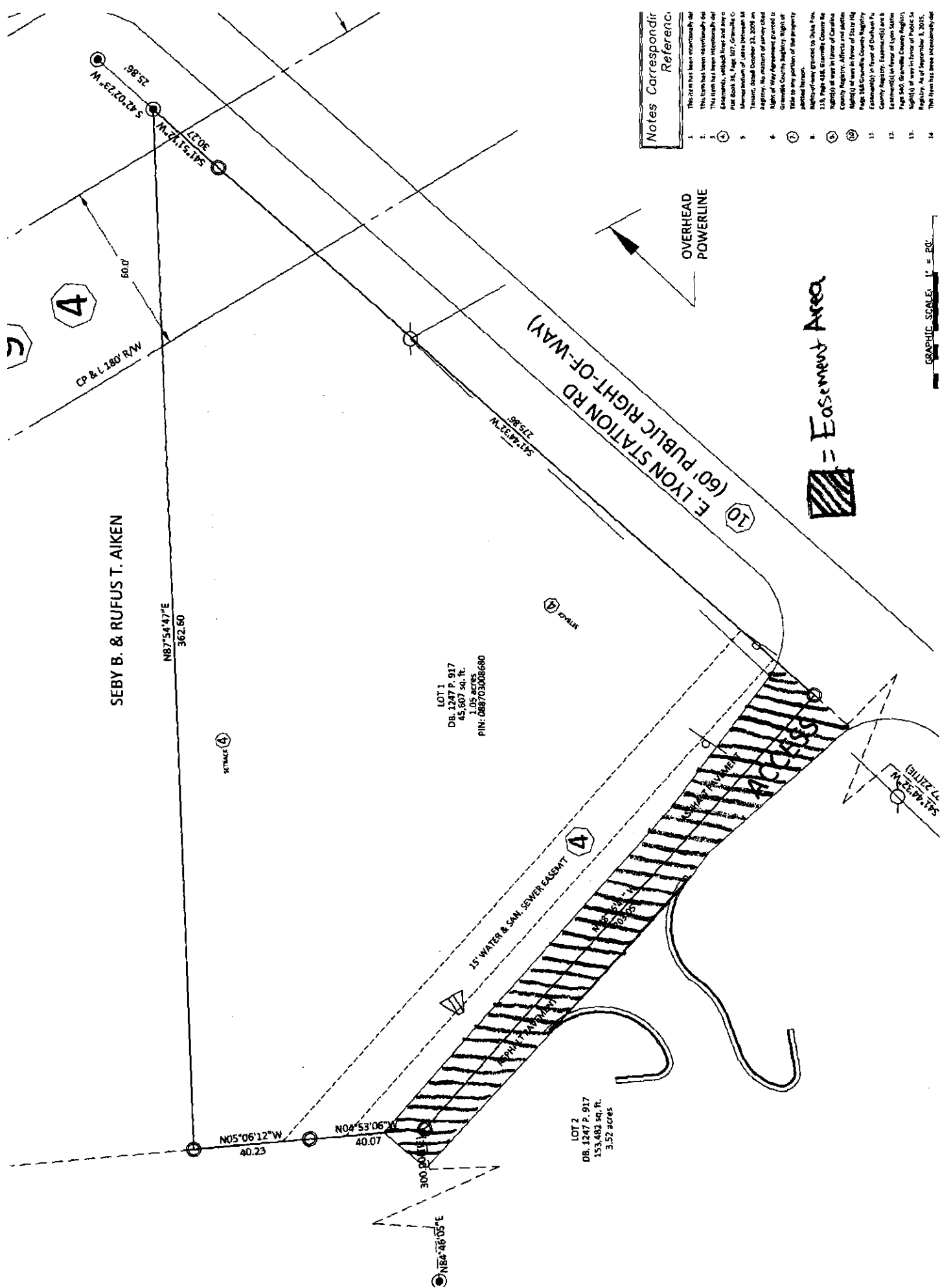
(Official Seal)



EXHIBIT A

Easement Area

Please see attached map, which is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.



Notes	Corresponding Reference
1. This item has been manually deleted.	1.
2. This item has been manually deleted.	2.
3. This item has been manually deleted.	3.
4. Easements, without lines and area.	4.
5. Plat Book 38, Page 107, Granville Co. Memorandum of Lien between the Township, dated October 23, 2008 on Agency, the nature of survey cited.	5.
6. Right of Way Agreement granted to Granville County Highway Right of Way.	6.
7. Title to any portion of the property pertained thereon.	7.
8. Rights of way granted to Ohio, Inc. 11.9, Page 438, Granville County Re.	8.
9. Rights of way in favor of Carolina County Registry, Affairs and details.	9.
10. Rights of way in favor of State High.	10.
11. Page 188 Granville County Highway Easements in favor of Durham Co.	11.
12. County Registry, Easements in favor of Granville County Highway.	12.
13. Page 140, Granville County Registry, Rights of way in favor of Public Highway.	13.
14. Rights of way in favor of Public Highway, as of September 1, 2005. This item has been manually deleted.	14.

= Easement Area

GRAPHIC SCALE 1" = 20'