

PREPARED BY AND RETURN TO:  
Ragsdale Liggett PLLC (Ramseur)  
2840 Plaza Place, Suite 401  
Raleigh, NC 27612

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is effective as of September 28, 2020, by and between **Watkins Pond, Inc.**, a North Carolina corporation ("Watkins") and **Renee W. Dixon** and spouse, **Mitchell J. Dixon** (collectively "Dixon"), individually and collectively "Grantor", and **Martha T. Watkins, Trustee of the Martha T. Watkins Living Trust, under an Agreement dated May 21, 2014**, "Grantee", under the following circumstances:

- A. Watkins is the owner of that certain property located in Wake County, North Carolina recorded in Book 3907, Page 501, Wake County Registry, and being more particularly described as being all of Parcel 17, as shown on a map entitled "Estate Division of the Lands of Nellie H. Watkins Heirs – Wake Forest Twp., Wake Co., North Carolina" recorded in Book of Maps 1986, Page 2266, Wake County Registry (the "Watkins Property"); and
- B. Dixon is the owner of that certain property located in Wake County, North Carolina recorded in Book 4528, Page 534, Wake County Registry, and being more particularly described as being all of Tract 1, as shown on a map entitled "Subdivision of Lands of Martha Watkins & Willie Watkins – Wake Forest Twp., Wake County, North Carolina" recorded in Book of Maps 1988, Page 472, Wake County Registry (the "Dixon Property"); and
- C. Grantee is the owner of that certain property located in Wake County, North Carolina recorded in Book 15678, Page 1394, Wake County Registry, and being more particularly described as being all of Tract 2, as shown on a map entitled "Subdivision of Lands of Martha Watkins & Willie Watkins – Wake Forest Twp., Wake County, North Carolina" recorded in Book of Maps 1988, Page 472, Wake County Registry; and
- D. Grantee has requested that Grantor grant and convey a permanent easement for the purposes of ingress and egresses over, upon, and across a portion of the Watkins Property and

the Dixon Property, and labeled as "Easement Area 1" and "Easement Area 2" on the map entitled "Survey for Mitchell J. Dixon – 4501 & 4601 Mitchell Mill Road", dated August 25, 2020 (Revised September 10, 2020), which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter referred to as the "Easement Area").

NOW THEREFORE Grantor and Grantee, for a valuable consideration paid to Grantor, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Easements: Grantor hereby grants, bargains, sells and conveys to Grantee and their respective tenants, agents, licensees, guests and invitees, for the benefit of and to be appurtenant to the Grantee's Property, a perpetual, non-exclusive easement situated on, under, within, and across the Grantor's Property within the Easement Area for the purpose of ingress to and egress from Mitchell Mill Road, a public right-of-way, which includes, without limitation, the right to build roads, paths, or drives for access within the Easement Area ("Easement");
2. Maintenance and Repair: Grantee shall be responsible for the maintenance, repair, inspection, and replacement of all improvements made by the Grantee in the Easement Area, which shall include an access drive for ingress and egress as further described in Section 3. The costs of such maintenance, repair, inspection and replacement of the access drive shall be the responsibility of the party (Dixon or Grantee) causing the need for such maintenance, repair, inspection and replacement, and if the cause cannot be determined then such costs shall be equally allocated between Dixon and Grantee.
3. Ingress and Egress Rights: Grantee shall have the right of ingress and egress on, under, within, and across the Easement Area for the purposes granted herein and such ingress and egress will be exercised in a reasonable manner.
4. Grantee's Right to Clear Easement Area and Use and Enjoyment Thereof: Grantee shall have the right to clear the Easement Area, and the right, but not the obligation, to keep the Easement Area clear at all times, and to remove from the Easement Area all brush, trees, and other obstructions. Grantor agrees that it will not undertake any actions which may adversely interfere with Grantee's use and enjoyment of the Easement Area for the purposes enumerated herein, including, without limitation, (a) placing any barrier or impediment in the Easement Area which would inhibit access through the Easement Area and (b) subject to Section 8 below, granting any third party rights in and to the Easement Area without Grantee's prior written consent.
5. Additions to Dominant Tenement: The Easement shall also be appurtenant to any land that may hereafter come into common ownership with each party's property. An area physically separate from such property but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to such party's property.
6. Warranties of Title; Prohibitions Against Other Encumbrances: Each Grantor covenants with Grantee that such Grantor is seized of the its property in fee simple, has the right to convey the Easement, that the Easement is free and clear of all liens and encumbrances, and that each Grantor will warrant and defend the title to the Easement Area lying within its property against the lawful claims of all persons whomsoever. Except for any documents currently existing of record in the Wake County Registry, Grantor agrees that it shall not do or permit anything to be done which purports to create a lien, easement or other encumbrance superior in interest to Grantee's rights in the Easement, against the Easement

Area, or Grantor's fee estate underlying the Easement Area without the express written consent of Grantee.

7. Running of Benefits: All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

8. Grantor's Use of Easement Area: The Easement granted herein is non-exclusive and Grantor, its employees, agents, representative, customers and tenants shall have the right to use the Easement Area except for such use as may materially interfere with Grantee's use of the Easements described herein. Grantor will indemnify, defend and hold Grantee harmless from any claims for damages or injuries arising out of or connected directly or indirectly with Grantor's continued use of the Easement Area.

9. Modification and Termination: Except as expressly provided herein, the provisions of this Agreement may be modified, rescinded or amended in whole or in part only with the consent of all of the owners of the Watkins Property and the Dixon Property and all of the owners of Grantee's Property by an instrument executed and acknowledged by each of them and duly recorded in the office of the Register of Deeds of Wake County, North Carolina.

10. Non-Dedication: Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of Grantor and Grantee that nothing in this Agreement, expressed or implied, shall confer upon any person, other than as expressly contemplated hereunder, any rights or remedies under or by reason of this Agreement.

11. Ad Valorem Taxes and Assessments: Each Grantor shall pay all ad valorem taxes, assessments or charges of any type levied or made by each applicable taxing authority on the Easement Area on such Grantor's property.

12. Miscellaneous Provisions:

- A. Rule of Strict Construction: The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to the other party is carried out.
- B. Grantor/Grantee Designations: The designations "Grantor" and "Grantee" as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine and neuter as required by context.
- C. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- D. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina in all respects, including all matters of construction, validity and performance.

- E. Headings: All descriptive headings of sections and paragraphs in this Agreement are inserted for convenience only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.
- F. No Interpretation Against Drafter: This Agreement has been entered into at arm's length and between persons sophisticated and knowledgeable in business and real estate matters. Accordingly, any rule of law or legal decision that would require interpretation of this Agreement against the party that has drafted it is not applicable and is irrevocably and unconditionally waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties and this Agreement.
- G. Execution and Counterparts: This Agreement may be executed in one or more counterparts, all of which shall be considered one in the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party.
- H. Partial Invalidity: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- I. Attorney's Fees: If any action, suit, arbitration or other proceeding is instituted to remedy, prevent, or obtain relief from a default in the performance by any party to this Agreement of its obligations under this Agreement, the prevailing party shall recover all of such party's attorney's fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals or petitions therefrom. As used in this Section, attorney's fees shall be deemed to mean the full and actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fee charged by the attorney performing such services and shall not be limited to "reasonable attorneys' fees" as defined in any statute or rule of court.
- J. License. Also conveyed herein to Grantee is a revocable license for the purpose of parking when accessing the Grantee accesses the pond on the Watkins Property. This license is granted on the condition that Grantee and their respective tenants, agents, licensees, guests and invitees park only in the area labeled "Gravel Drive to be Used for Pond Member Parking" as shown on Exhibit "A" attached. The license granted under this section may be revoked at any time, for any reason or no reason, by Watkins or Dixon.

## SIGNATURE PAGES TO ACCESS EASEMENT AGREEMENT

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, the parties, or their authorized representatives, have signed this Agreement as of the day and year first above written.

## GRANTOR:

WATKINS POND, INC., a North Carolina corporation

By:  
Its:

Brenda Tyner  
Vice-President



STATE OF NORTH CAROLINA

COUNTY OF Wake

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: Brenda Tyner, as Vice-President of **WATKINS POND, INC.**, a North Carolina corporation

Date:

Sept. 23, 2020

PLACE NOTARY SEAL INSIDE THIS BOX ONLY!



Charlotte L. Thaxton  
Notary Public  
Charlotte L. Thaxton  
(Printed Name of Notary)  
My Commission Expires: 9-12-2021

**SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT**

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**GRANTOR:**

**WATKINS POND, INC.,** a North Carolina corporation

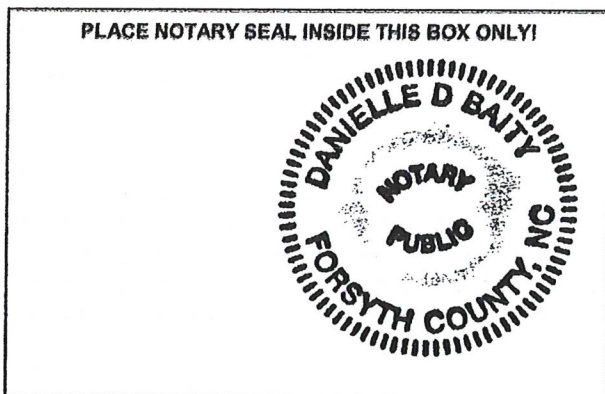
By: \_\_\_\_\_ (SEAL)  
Its: Anthony Bridges  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

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:  
Anthony Wayne Bridges, as Secretary of **WATKINS POND, INC.,** a North Carolina corporation

Date: 9/25/2020



Danielle D. Baity  
Notary Public  
Danielle D. Baity  
(Printed Name of Notary)

My Commission Expires: May 6, 2023

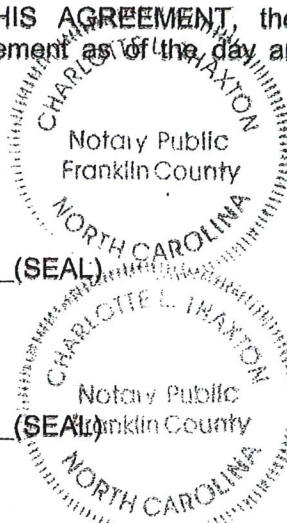
## SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, the parties, or their authorized representatives, have signed this Agreement as of the day and year first above written.

## GRANTOR:

Renee W. Dixon  
Renee W. Dixon

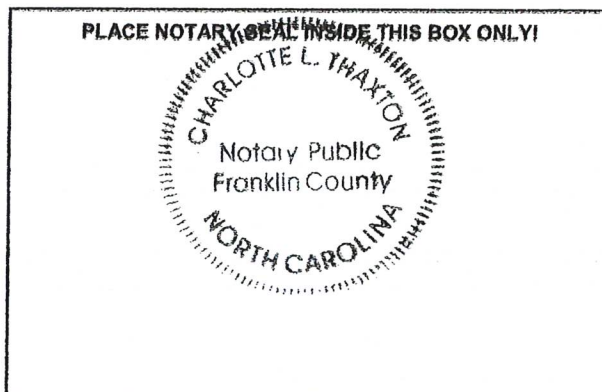
Mitchell J. Dixon  
Mitchell J. Dixon



STATE OF NORTH CAROLINA

COUNTY OF Wake

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: **Renee W. Dixon** and spouse, **Mitchell J. Dixon**

Date: Sept. 23, 2020

Charlotte L. Thaxton  
Notary Public  
Charlotte L. Thaxton  
(Printed Name of Notary)  
My Commission Expires: 9-12-2021

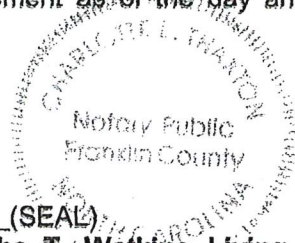
**SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT**

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, the parties, or their authorized representatives, have signed this Agreement as of the day and year first above written.

**GRANTEE:**

*Martha T. Watkins*

Martha T. Watkins, Trustee of the Martha T. Watkins Living Trust, under an Agreement dated May 21, 2014



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STATE OF NORTH CAROLINA

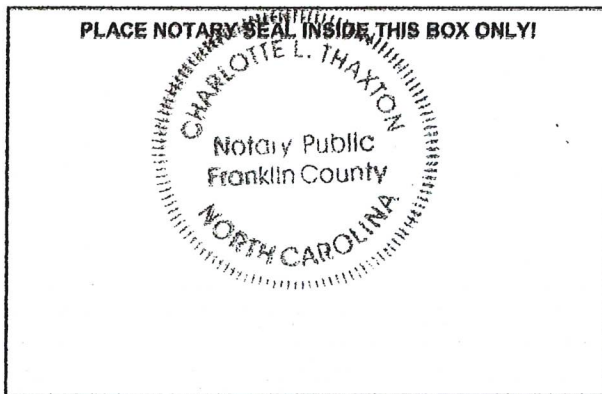
COUNTY OF Wake

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: **Martha T. Watkins, as Trustee of the Martha T. Watkins Living Trust, under an Agreement dated May 21, 2014**

Date: Sept 23 2020

*Charlotte L. Thaxton*  
Notary Public  
*Charlotte L. Thaxton*

(Printed Name of Notary)  
My Commission Expires: 9-12-2021



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**Exhibit "A"**

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

(MAP ON FOLLOWING PAGE)

SURVEY FOR  
**MITCHELL J. DIXON**

4501 & 4601 MITCHELL MILL ROAD

PIN # 1757.05-441

PIN# 1757.01-05-7542

REF: B.M. 1986 PAGE 2266

REF: B.M. 1988 PAGE 472

WAKE COUNTY, NORTH CAROLINA

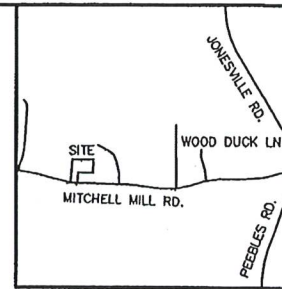
WAKE FOREST TOWNSHIP

AUGUST 25, 2020

REVISED SEPTEMBER 10, 2020



SCALE 1"=100'

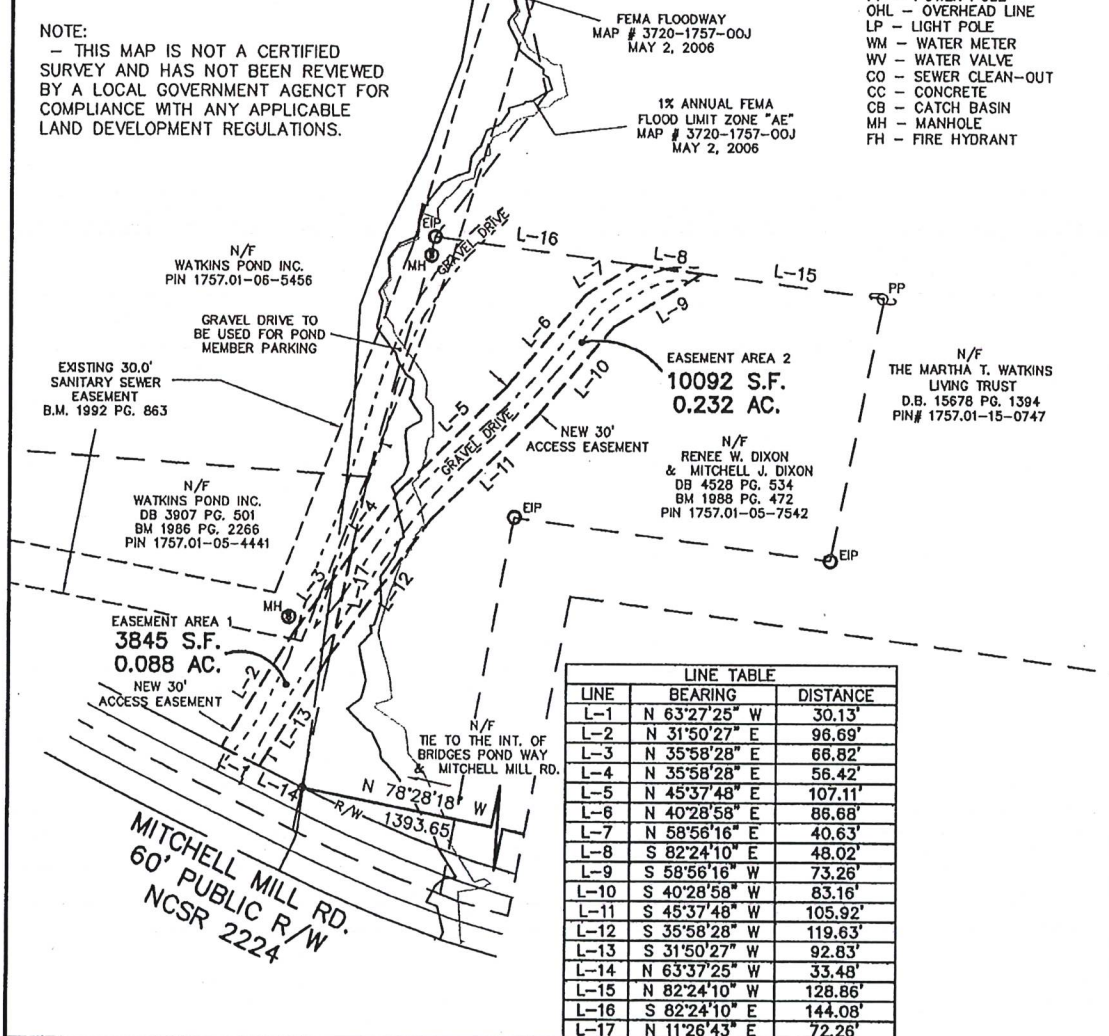


VICINITY MAP

**LEGEND:**

EIP - EXISTING IRON PIPE  
EIB - EXISTING IRON BAR  
BEIP - BENT IRON PIPE  
BEIB - BENT IRON BAR  
CM - CONCRETE MONUMENT  
EPK - EXISTING PK NAIL  
SPK - SET PK NAIL  
NIP - NEW IRON PIPE SET  
R/W - RIGHT OF WAY  
CATV - CABLE TV BOX  
EB - ELECTRIC BOX  
TEL - TELEPHONE PEDESTAL  
PP - POWER POLE  
OHL - OVERHEAD LINE  
LP - LIGHT POLE  
WM - WATER METER  
WV - WATER VALVE  
CO - SEWER CLEAN-OUT  
CC - CONCRETE  
CB - CATCH BASIN  
MH - MANHOLE  
FH - FIRE HYDRANT

NOTE:  
- THIS MAP IS NOT A CERTIFIED  
SURVEY AND HAS NOT BEEN REVIEWED  
BY A LOCAL GOVERNMENT AGENCY FOR  
COMPLIANCE WITH ANY APPLICABLE  
LAND DEVELOPMENT REGULATIONS.



| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L-1        | N 63°27'25" W | 30.13'   |
| L-2        | N 31°50'27" E | 96.69'   |
| L-3        | N 35°58'28" E | 66.82'   |
| L-4        | N 35°58'28" E | 56.42'   |
| L-5        | N 45°37'48" E | 107.11'  |
| L-6        | N 40°28'58" E | 86.68'   |
| L-7        | N 58°56'16" E | 40.63'   |
| L-8        | S 82°24'10" E | 48.02'   |
| L-9        | S 58°56'16" W | 73.26'   |
| L-10       | S 40°28'58" W | 83.16'   |
| L-11       | S 45°37'48" W | 105.92'  |
| L-12       | S 35°58'28" W | 119.63'  |
| L-13       | S 31°50'27" W | 92.83'   |
| L-14       | N 63°37'25" W | 33.48'   |
| L-15       | N 82°24'10" W | 128.86'  |
| L-16       | S 82°24'10" E | 144.08'  |
| L-17       | N 11°26'43" E | 72.26'   |



**CMP**  
CAWTHORNE, MOSS  
& PANCIERA, P.C.

Professional Land Surveyors  
C-1525

333 S. White Street  
Post Office Box 1253  
Wake Forest, N.C. 27588  
(919)556-3148

DRAWING - TECH

I DECLARE THAT THIS SURVEY COMPLIES WITH THE NORTH CAROLINA STANDARDS OF PRACTICE FOR SURVEYING, (SECTION 1600) FOR CLASS A SURVEYS AND THAT THE CALCULATED RATIO OF PRECISION BEFORE ADJUSTMENTS IS 1:10,000+. FURTHERMORE, PROPERTY CORNERS SHOWN ARE PRIMARY CONTROL MONUMENTATION FOR THE RE-ESTABLISHMENT OF PROPERTY CORNERS IN THE ABSENCE OF GRID MONUMENTS AND OTHER SUBDIVISION PROPERTY CORNERS. THIS SURVEY IS NOT TO BE RECORDED WITHOUT THE WRITTEN AUTHORIZATION OF THE SURVEYOR.

Michael A. Moss

9/10/2020

PROFESSIONAL LAND SURVEYOR L-3794

