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Prepared By and Return To: Clyde Holt, III
Holt-Hatch, Little & Dunn
Attorneys
P.O. Box 527
Raleigh, NC 27602

PRESENTED FOR REGISTRATION
93 FEB 17 PM 3:42
KEANE H. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

COUNTY OF WAKE

HEDINGHAM GOLF CLUB
PEDESTRIAN ACCESS AGREEMENT

THIS AGREEMENT entered into this the 16th day of November, 1992, by and between **HEDINGHAM GOLF CLUB LIMITED PARTNERSHIP** hereinafter referred to as "**Golf Club**" and **HEDINGHAM COMMUNITY ASSOCIATION**, a North Carolina non-profit corporation, hereinafter referred to as "**Community Association**".

W I T N E S S E T H:

WHEREAS, the Golf Club owns and operates a golf course approved by the City of Raleigh as part of the Hedingham on the Neuse Development, City of Raleigh Planning Department File # S-68-89;

WHEREAS, the golf course and related facilities provide open space and recreational amenities which tend to benefit Hedingham property owners and residents;

WHEREAS, it would be mutually beneficial if the golf cart paths were made accessible to Hedingham property owners as pedestrian trails at times and in such a manner where such use would not interfere with golf play.

NOW, THEREFORE, in consideration of the sum of ten dollars and the promises hereinabove set forth the parties agree as follows:

(1) The paved golf cart path system across the property of Golf Club more particularly described in Book of Maps 1991, Page 904, Wake County Registry, may be used by members of the Community Association for pedestrian traffic.

(2) Use by non-golfers will be subject to regulation by Golf Club as to duration and time of day, number and dress of participants, and safety considerations.

(3) There shall be no littering on the Golf Club property and no disposal of waste or debris except in designated receptacles.

(4) There shall be no removal, destruction or cutting of trees, shrubs or other vegetation from the property except with the permission of Golf Club.

(5) The Golf Club shall have the right to exclude from use of the path system any individual or individuals who violate the terms of this agreement, who disregard posted regulations upon the property itself or disobey directions of Golf Club personnel. Community Association shall reimburse Golf Club for its reasonable expenses in repairing and/or cleaning Golf Club property damaged by Community Association members, family and/or guests within thirty (30) days of invoice therefore. Members of Community Association, their family and guests enter upon and use the property of Golf Club at their own risk and assume exclusive responsibility for personal injuries and/or property damage resulting therefrom.

(6) The Community Association agrees to hold the Golf Club Partners, its employees and contractors harmless and does hereby indemnify Golf Club from liability for personal injury or property damage however caused arising out of use of the property by Community Association, its members, family or their guests pursuant to this agreement, including reimbursement of attorney's fees and expenses incurred by Golf Club in defending any such claims.

(7) The duration of this agreement shall continue indefinately but will be subject to the right of either party to terminate the same upon six (6) months written notice to the other. Consent of the City Manager of the City of Raleigh will be required

to amend or terminate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

HEDINGHAM GOLF CLUB

By: _____

HEDINGHAM COMMUNITY ASSOCIATION

By: _____

ATTEST:

_____
Secretary

(Corporate Seal)

APPROVED AS TO FORM:

_____
(Associate) City Attorney

NORTH CAROLINA

WAKE COUNTY

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Fred J. Smith, Jr., a partner in Hedingham Golf Club, a Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 13 day of November, 1992.

_____
Notary Public

My commission expires: 8-23-96

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public for said County and State, certify that Richard Godwin personally came before me this day and acknowledged that (s)he is ✓ Secretary of Hedingham Community Association, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ✓ President, sealed with its corporate seal, and attested by (her/him) self as its ✓ Secretary.

Witness my hand and official seal or stamp, this the 13 day of November, 1992.

L Gail Perry
Notary Public

My Commission Expires: 8-23-96

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of L. Gail Perry

Notar(y)(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Meta N. Harris
Assist./Deputy Register of Deeds