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TRANSYLVANIA CO, NC FEE \$26.00
PRESENTED & RECORDED

04-02-2015 01:49:14 PM

CINDY M OWNBEY

REGISTER OF DEEDS
BY: D REE M. POWELL
DEPUTY REGISTER OF DEEDS

BK: DOC 721

PG: 367-370

AGREEMENT

Prepared by: Donald Jordan, atty

This Agreement is made as of April 2, 2015 between Pisgah Forest Outdoors, LLC (PFO) and William P. Bryson, Nancy Bryson Hughes, and Bryson Development and Management Limited Partnership (Brysons).

BACKGROUND:

- A. PFO is purchasing from Brysons a parcel containing approximately 9.07 acres, shown on the December 2014 Survey of Carolina Mountain Surveying as Tracts C and D.
- B. Brysons will be retaining parcels located North of the 9.07 acres, including property which may be held in the name of Bryson Family of Transylvania County Limited Partnership, and will be retaining a right of way through the PFO parcel for access and utilities.
- C. The parties wish to clarify the terms of that reservation.

AGREEMENT:

It is agreed as follows:

1. Brysons shall retain a right of way through the PFO parcel over the existing driveway connecting the retained parcels to U.S. Highway 276, as shown on the Survey. The right of way shall be for access and utility purposes. The right of way shall be for a total of 30' in width, and shall be available to meet all Brevard UDO requirements.
2. PFO shall be responsible for one-half of the cost of maintenance on that portion of the right of way which is used in common with it and the Brysons, and the Brysons shall be responsible for the other one-half of such maintenance. In the event that the Brysons convey their interest to one owner, this equal division of maintenance shall continue. In the event that more owners acquire parts of either party's properties, then the division of maintenance along any part of the right of way shall be shared pro rata by those owners having a right to use such part or parts thereof. Each party shall pay for any repairs needed as a result of construction traffic or other extraordinary use by that party.
3. The spouses of the individual owners of the parcels using the driveway are joining in this Agreement to document their consent to these terms.

4. This Agreement shall be binding on the heirs and successors of the parties. The right of way described herein is appurtenant to and shall run with the land of the parties.

5. PFO shall relocate the right of way to a position substantially consistent with its Preliminary Site Plan prepared by Hines Designs, for "The HUB, Brevard, NC," dated 3.30.15, but unlike the right of way depicted on that Site Plan, the right of way shall be thirty (30) feet in width for its entire length through the PFO property. The right of way to the east of the proposed building on the Site Plan (and elsewhere throughout the PFO property) shall be clearly marked and maintained so as to not allow parking or blockage of any kind that would hinder or interfere with the use of the right of way for ingress and egress to the retained properties on two lanes of travel consistent with the City of Brevard's Unified Development Ordinance and (to the extent applicable) to the North Carolina Department of Transportation requirements. As shown on the Site Plan, the curb cut shall be twenty-four (24) feet wide, at U.S. Highway 276.

Pisgah Forest Outdoors, LLC

Bryson Development & Management
Limited Partnership


Member/Manager

General Partner

Nancy Bryson Hughes

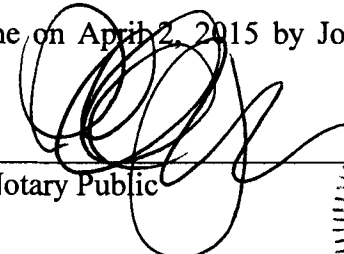
William P. Bryson, Jr.

Howard T. Hughes

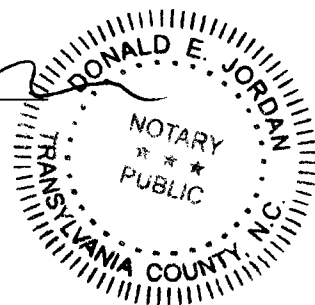
Lucy W. Bryson

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

This instrument was acknowledged before me on April 2, 2015 by Jordan Salman, as Member/Manager of Pisgah Forest Outdoors, LLC


Notary Public

My commission expires: August 30, 2019



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Pisgah Forest Outdoors, LLC

Bryson Development & Management
Limited Partnership

Member/Manager

Danny B. Hughes
General Partner

Nancy Bryson Hughes
Nancy Bryson Hughes

William P. Bryson, Jr
William P. Bryson, Jr

Howard T. Hughes
Howard T. Hughes

Lucy W. Bryson
Lucy W. Bryson

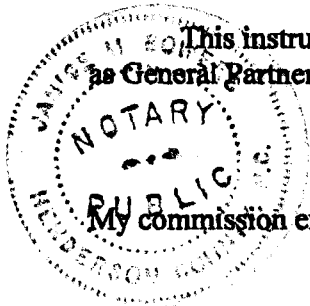
STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

This instrument was acknowledged before me on April 2, 2015 by Jordan Salman, as Member/Manager of Pisgah Forest Outdoors, LLC

Notary Public

My commission expires: August 30, 2019

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

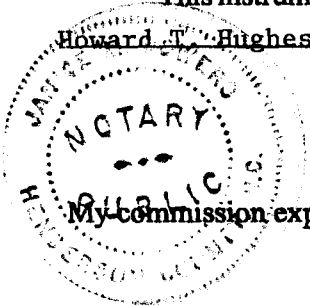


This instrument was acknowledged before me on April 2nd, 2015 by Nancy B. Hughes
as General Partner of Bryson Development and Management Limited Partnership.

Janice M. Bowers
Notary Public

My commission expires: 7-26-2019

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

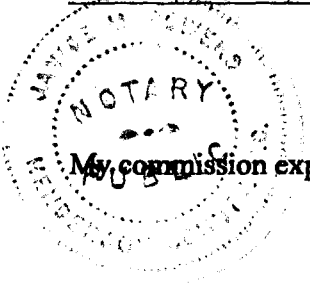


This instrument was acknowledged before me on April 2nd, 2015 by Nancy B. Hughes and
Howard T. Hughes

Janice M. Bowers
Notary Public

My commission expires: 7-26-2019

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA



This instrument was acknowledged before me on April 2nd, 2015 by William P. Bryson, Jr.
and Lucy W. Bryson.

Janice M. Bowers
Notary Public

My commission expires: 7-26-2019