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TRANSYLVANIA COUNTY NC FEE \$26.00

PRESENTED & RECORDED

01/31/2022 01:23:45 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: D REE MCCALL

DEPUTY REGISTER OF DEEDS

BK: DOC 1021

PG: 663 - 668

License for Viewshed

Coversheet

Lots 32 & 33 Poplar Crest

Prepared by and Return to:
Whitney Staton, Esq.
112 N. Washington Street
Hendersonville, NC 28739

Submitted electronically by "Staton Law P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Transylvania County Register of Deeds.

LICENSE FOR VIEWSHED

Albert Rodriguez and Susan Berryman to Poplar Crest Investments, LLC

C. Joseph Bryson and Marisa Bryson (collectively referred to herein as “**Grantee**”) owner of all of Lot 34 of Poplar Crest Home Owners Association as shown on Plat Book 12, Page 204 of the Transylvania County Registry (referred to herein as the “**Grantee Parcel**”)

It is understood and agreed between the parties that the Grantors are reserving all of their right, title and interest in and to the following tract or parcel of land, but are granting herein a viewshed license unto the Grantee, which runs with the land.

ALBERT RODRIGUEZ and SUSAN BERRYMAN (referred to herein as “**Grantor**”) owner of all of Lots 32 and 33 of Poplar Crest Home Owners Association as shown on Plat Book 12, Page 204 of the Transylvania County Registry (referred to herein as the “**Grantor Parcel**”)

Conveyed herewith is the following License for access and certain actions over the Grantor Parcel which are intended to provide the Grantee perpetual access to a mountain view from the Grantee Parcel described above, which runs with the land, subject to the terms hereof.

License. Grantees are hereby granted a license, beginning at the date of execution, for the right to receive light, air and an unobstructed view over that portion of the Grantor Parcel titled “View Easement” on plat recorded in Plat File 22, Slide 11, Transylvania County Register of Deeds, to the extent that said light, air and view of the mountains will be received and enjoyed by the Grantee Parcel. This license includes the ability to limit any Improvement and natural obstructions (including, but not limited to, trees, bushes, vegetation, etc....) upon the area, and limited strictly to the area, of the Grantor Parcel titled “View Easement” on plat recorded in Plat File 22, Slide 11, Transylvania County Registry, between the view of the mountains and the Grantee Parcel which might obstruct the view from the Grantee Parcel. Any obstruction of such view contained within the “View Easement” area on plat recorded in Plat File 22, Slide 11, Transylvania County Registry, may be removed by Grantee per this license.

As used herein, “Improvement” means any structure or building, and any appurtenance related thereto of every type and kind, including but not limited to, garages and carports; street lights (other than street lights owned or maintained by the City or any other municipal or governmental authority); exterior stairways and landings; fences, screening walls, and retaining walls; stairs, decks, and windbreaks; landscaping of any and all types and kinds, hedges, plantings, planted trees and shrubs; and exterior fixtures and/or equipment whether now existing or hereafter established. Improvements shall also mean and refer to all additions and/or modifications to the exterior of an Improvement.

1. This grant of a License includes the ability of Grantee, Grantees' agents and employees to access the Grantor Parcel for the purpose of, but only as reasonably necessary for, the removal and pruning of vegetation and manmade structures on that area of the Grantor Parcel titled "View Easement" on plat recorded in Plat File 22, Slide 11, Transylvania County, between the Grantee Parcel and the view of the mountains, such that no such vegetation or manmade structure blocks Grantee's view of the mountains from Grantee Parcel, at such times as Grantees, their heirs, successors and assigns, choose.
2. In addition, Grantors hereby grant Grantee permission for ingress and egress over the Grantor Parcel as reasonably necessary for Grantees, and Grantees' agents and employees to cut down to ground level and remove all trees, tree trunks, stumps, shrubs, and improvements from that area of Grantor Parcel titled "View Easement" on plat recorded in Plat File 22, Slide 11, Transylvania County.
3. Except for the purposes of performing the tasks permitted by this document, Grantees shall have no right to enter on or cross the Grantor Parcel.
4. Grantees agree that any entry onto the Grantor Parcel for the purpose of removal or pruning of vegetation, manmade structures, or other improvements, shall be subject to the following rules:
 - a. Grantees shall indemnify and defend Grantors and hold Grantors harmless from any claims of or relating to bodily injury to Grantees or Grantees' agents, employees, or other individuals, or damage to Grantees' or Grantors' property arising out of or resulting from the presence or activities of Grantees or Grantees' agents or employees on the Grantor Parcel.
 - b. Grantees shall notify the Grantors at least 5 days prior to beginning any pruning or removal of improvements, and on each day of pruning and removal of vegetation or manmade structures, or other improvements from the area carry off the Grantor Parcel and properly dispose of all limbs, tree trunks and stumps cut down, or improvements taken down, and restore the grade of the soil to its previous level.
 - c. All bushes, trees and other vegetation that are trimmed or cut from the Grantors' property and Viewshed license must be overseen by a fully licensed, insured and bonded tree removal company. Grantee is not allowed to burn any brush, trees, or other vegetation on the Grantors' property.
 - d. Notwithstanding anything in this license to the contrary, no trees, brush or shrubs, including but not limited to, mountain laurel, wild azaleas and rhododendron, shall be trimmed on or removed from the Viewshed license area by the Grantee without proper approval of such trimming or removal by the Architectural Control Committee or such other committee which may be delegated the right to make such approval by the Poplar Crest Home Owners Association, if and when such approval is required under any binding covenants in effect by such Home Owners Association.

- e. While on the Grantor Parcel, Grantees shall take steps to minimize damage to trees, plants and manmade structures, or other improvements, other than those being pruned or removed, and shall avoid damaging plantings, retaining walls, ditch walls, roadways, and other features of the Grantor Parcel, and shall promptly repair or restore any damage, upon the demand of the Grantors, their heirs, successors and assigns.
- f. Grantees understand that their right to enter the Grantor Parcel and to remove vegetation and manmade structures from the area is not exclusive to Grantees, and that Grantors may at Grantors' sole discretion modify the vegetation, erect structures, install landscaping, and modify the topography of the Grantor Parcel and all Improvements thereon, so long as any such modification by the Grantor does not impede the view of the mountains from the Grantee parcel.
- g. The rights created by this document may only be modified by an agreement in writing, signed by all the owners of the Grantor Parcel and the Grantee Parcel, and making specific reference to this document.
- h. Notwithstanding anything in this license to the contrary, Grantees agree and are hereby bound to give the Grantors five (5) days written notice prior to accessing the Grantor parcel.
- i. The rights and obligations of this Viewshed License shall run with the land for the benefit and burden of the undersigned Grantor and Grantee, and their heirs, successors and assigns forever. However, this license shall be effective for perpetual three (3) year consecutive terms, subject to automatic renewal after each three (3) year period so long as there is not a violation of this license on the part of the Grantee. If the Grantor believes that any term of this license has been violated by the Grantee, the Grantor shall be required to provide the Grantee with written notice of the violation and the Grantee shall have the right to cure the violation within thirty (30) days of receiving such notice to avoid the cancellation of the license after any three (3) year term.

REMAINDER OF PAGE TO REMAIN BLANK - SIGNATURE PAGES TO FOLLOW

GRANTEE:

[Signature]
C. Joseph Bryson

[Signature]
Marisa Bryson

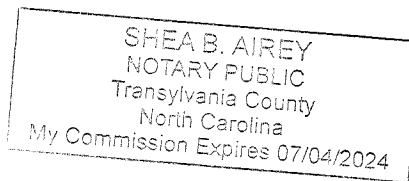
STATE OF North Carolina
COUNTY OF Transylvania

I, Shea Airey, a Notary Public in and for the County and State aforesaid, do hereby certify that C. Joseph Bryson and Marisa Bryson personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and official stamp and/or seal, this the 27th day of January, 2022.

My Commission Expires: 07-04-24

[Signature]
Notary Public
Shea B. Airey
(Type or Print Name)



SEE NEXT PAGE FOR GRANTOR SIGNATURES

GRANTOR:

[Handwritten signature of Albert Rodriguez]

Albert Rodriguez

[Handwritten signature of Susan Berryman]

Susan Berryman

STATE OF FLORIDA
COUNTY OF MARKON

I, Keturah Ann Williams, a Notary Public in and for the County and State aforesaid, do hereby certify that ALBERT RODRIGUEZ and SUSAN BERRYMAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and official stamp and/or seal, this the 26 day of January, 2022.

My Commission Expires: July 22, 2024

[Handwritten signature of Keturah Ann Williams]

Notary Public

Keturah Ann Williams

(Type or Print Name)

