



ACCESS EASEMENT AGREEMENT

NORTH CAROLINA

MADISON COUNTY

This Access Easement Agreement (the "Easement Agreement") is made as of May 18, 2021 (the "Effective Date") by, between, and among **Phyllis Bradley**, a single woman (herein the "Grantor") and **Scotty D. Collins**, father of **Cohen Scott Collins**, a minor (herein the "Grantor") and **Joseph Vance Rhodes** and his wife, **Teresa Rhodes** and **Daniel Jefferson** and his wife, **Jessica Collins Jefferson** and **Charles Varnam** and his wife, **Geraldine Varnam** (herein the "Grantees" and "Grantors"). Grantors and Grantees are collectively referenced herein as "Parties" and each individually as a "Party" as the context dictates.

WHEREAS, Grantors represents and warrants that they are the sole fee simple owners of real property located in Madison County, North Carolina, which real property is more particularly described in a Deed recorded on October 4, 2016 in Book 617 at Page 496 and a Deed recorded on November 30, 2017 at Book 641 at Page 648 and a Deed recorded on April 1, 2011 in Book 515 at Page 48 and a Deed recorded on February 8, 2013 in Book 547 at Page 541 and a Deed recorded on January 21, 2015 in Book 583 at Page 792 and a Deed recorded on August 6, 2012 in Book 538 at Page 50 of the Madison County Public Registry, which Deeds are collectively referred to in this Easement Agreement as the "Grantor Tract Deeds". The real property conveyed by the Grantor Tract Deeds is collectively referenced in this Easement Agreement as the "Grantor Tract".

WHEREAS, the Grantees are the owners of all right, title, and interest in and to the real property located in Madison County, North Carolina, which is more particularly described in North Carolina General Warranty Deeds recorded in Book 641 at Page 648 and in Book 515 at Page 48 and in Book 547 at Page 541 and in Book 583 at Page 792 and in Book 538 at Page 50 of the Madison County Public Registry (the "Grantees Tracts").

WHEREAS, according to a Plat recorded in Plat Book 7 at Page 592 of the Madison County Public Registry (the "Plat"), the Grantors Tracts includes real property to the south of Jass Cove Road.

WHEREAS, the Grantors Tracts are adjacent to the Grantees Tracts which Grantees Tracts are largely situated to the south of Jass Cove Road, as more specifically shown on the Plat.

WHEREAS, historically, the Grantees have gained access to Jass Cove Road utilizing a portion of the Grantors Tracts for ingress, egress, regress between Jass Cove Road and the Grantees Tracts, including through a proposed easement shown on the Plat,

which is partially situated on and encroaches onto the Grantors Tracts, as shown on the recorded Plat, as Exhibit A to this Easement Agreement for ease of reference.

WHEREAS, Grantors have agreed to grant an access easement to Grantees which is more specifically described in this Easement Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and efficiency of which are hereby acknowledged, Grantors and Grantees covenant and agree as follows:

1. Grantor hereby grants, bargains, transfers, and conveys unto the Grantees for the benefit of the Grantees Tracts, a perpetual, non-exclusive right-of way and access easement for ingress, egress, and regress to, from, and between the Grantees Tracts and Jass Cove Road (or any substitute road hereafter existing), including the right of vehicular and pedestrian traffic to access and travel over and upon that portion of the Grantors Tracts containing the proposed easement as shown on the Plat (see Exhibit A) and extending 10-12.5 ft. on each side of the centerline of such easement (for a right-of way totaling 20-24 feet wide), and Grantees shall have such additional easement area as is reasonable and/or necessary to make any repairs, replacements, and/or improvements to the driveway/right-of way, as determined by Grantees (and their assigns and/or successors in interest) in their sole discretion (the "Easement").

2. The existing 25 right-of way noted on Plat as L1 through L7 shall be terminated/closed.

3. The Easement is appurtenant to and shall run with the Grantees Tracts and shall inure to the benefit of the Grantees Tracts and the Grantees' invitees, representatives, heirs, assigns, and or successors in interest.

4. The Easement does not preclude Grantors from enjoying the Easement area in any way that will not interfere with, impede, or prevent the use of the Easement by Grantees and/or their invitees, representatives, heirs, assigns and/or successors in interest.

5. Nothing contained in this Easement Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Grantors Tracts or the Grantees Tracts to the general public or for any public use or public purpose whatsoever, it being the intention of the Parties that this Easement Agreement be strictly limited to the purposes expressed herein.

6. No amendment or modification to this Easement Agreement shall be binding unless in writing signed by the Parties and/or their assigns and/or successors in interest.

7. This Easement Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina.

8. If any provision of this Easement Agreement shall, in whole or in part, be deemed invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects, this Easement Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part of this Easement Agreement. The Parties agree that this Easement Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the Parties consent to an interpretation by the court which will provide enforcement consistent with the purposes of this Easement Agreement to the maximum extent permitted by law.

INWITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed and to be effective as of the Effective Date.

THE PREPARER OF THIS INSTRUMENT DID NOT SEARCH OR CERTIFY TITLE.

(THE PARTIES' NOTARIZED SIGNATURES APPEAR ON THE FOLLOWING PAGES.)

Phyllis Bradley (SEAL)
Phyllis Bradley

STATE OF North Carolina
COUNTY OF Madison

I certify that Phyllis Bradley personally appeared before me on this date and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal on ~~May~~ June 16, 2021.



Rita S Ramsey
Notary Public

Rita S Ramsey
Print Name
My Commission Expires: 8-14-2025

Scotty Collins

(SEAL)

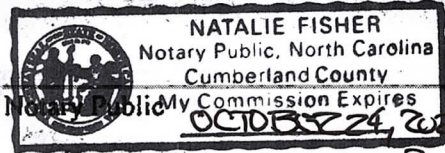
Scotty D Collins, father of Cohen Scott Collins, a minor

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that Scotty D Collins, father of Cohen Scott Collins, a minor, personally appeared before me on this date and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal on May 31, 2021.



Natalie Fisher

NATALIE FISHER

Print Name

My Commission Expires: OCTOBER 24, 2021

ACCESS EASMENT AGREEMENT FOUND IN PLAT BOOK 7 PAGE 592

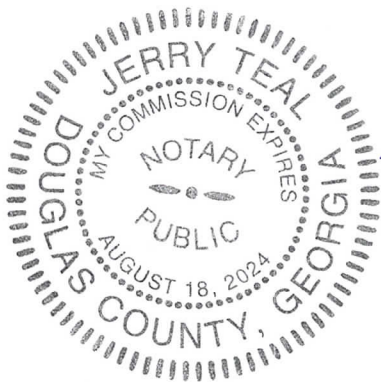
Joseph Vance Rhodes (SEAL)
Joseph Vance Rhodes

STATE OF Georgia

COUNTY OF Carroll

I certify that Joseph Vance Rhodes personally appeared before me on this date and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal on ^{June} ~~May~~ 4, 2021.



[Signature]
Notary Public

Print Name _____
My Commission Expires: _____

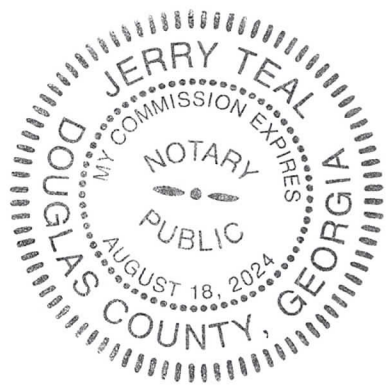
ACCESS EASEMENT AGREEMENT FOUND IN PLAT BOOK 7 PAGE 592

Teresa Rhodes (SEAL)
Teresa Rhodes

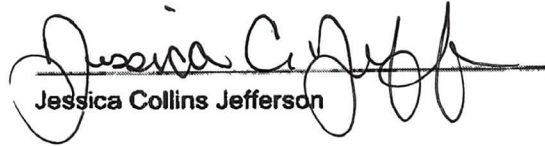
STATE OF Georgia
COUNTY OF Carroll

I certify that Teresa Rhodes personally appeared before me on this date and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal on ^{June} ~~May~~ 4, 2021.



[Signature]
Notary Public
Print Name _____
My Commission Expires: _____

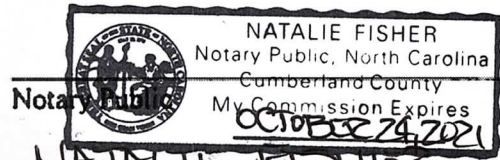
 (SEAL)
Jessica Collins Jefferson

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that Jessica Collins Jefferson personally appeared before me on this date and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal on May 30th, 2021.



NATALIE FISHER
Print Name

My Commission Expires: OCTOBER 24, 2021

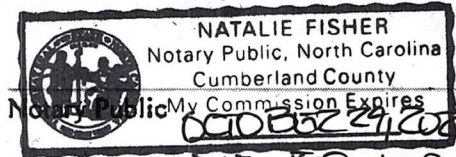
Daniel Jefferson (SEAL)
Daniel Jefferson

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that Daniel Jefferson personally appeared before me on this date and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal on May 31, 2021.



NATALIE FISHER
Print Name
My Commission Expires: OCTOBER 24, 2021

Charles E. Varnam (SEAL)
Charles Varnam

STATE OF North Carolina
COUNTY OF Brunswick

I certify that Charles Varnam personally appeared before me on this date and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal on May 27, 2021.

Laura A Rivenbark
Notary Public
LAURA A RIVENBARK
Print Name
My Commission Expires: 12-9-22

Laura A Rivenbark
Notary Public
Brunswick County, NC

Geraldine Varnam (SEAL)
Geraldine Varnam

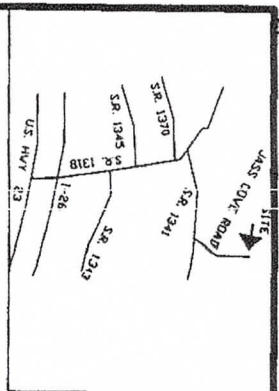
STATE OF North Carolina
COUNTY OF Brunswick

I certify that Geraldine Varnam personally appeared before me on this date and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal on May 27, 2021.

Laura A Rivenbark
Notary Public
LAURA A RIVENBARK
Print Name
My Commission Expires: 12-9-22

Laura A Rivenbark
Notary Public
Brunswick County, NC



VICINITY MAP

CL CALLS OF EXISTING 20' RV AS SHOWN IN P.B. 7 PG. 111

NUMBER	DIRECTION	DISTANCE
1	N 89°45'03" V	61.81
2	S 80°45'03" V	61.81
3	N 53°10'59" E	12.97
4	N 75°32'35" V	21.68
5	S 51°32'11" E	51.21
6	S 51°32'11" E	51.21
7	S 51°32'11" E	51.21
8	S 51°32'11" E	51.21
9	S 51°32'11" E	51.21
10	S 51°32'11" E	51.21
11	S 51°32'11" E	51.21
12	S 51°32'11" E	51.21
13	S 51°32'11" E	51.21
14	S 51°32'11" E	51.21
15	S 51°32'11" E	51.21
16	S 51°32'11" E	51.21
17	S 51°32'11" E	51.21
18	S 51°32'11" E	51.21
19	S 51°32'11" E	51.21
20	S 51°32'11" E	51.21

MICHAEL MCCANN
LINDA MCCANN
D.B. 151 PG. 689

LOT 2
Gert E. Folan
Lynette Folan
D.B. 507 PG. 763

MICHAEL MCCANN
LINDA MCCANN
D.B. 151 PG. 689

ROYAL D. ROBERTS
D.B. 282 PG. 150

TRUE NORTH BY
P.B. 7 PG. 5

- LEGEND
- 1/2" REBAR F33490
 - 1/2" REBAR SET
 - UNMARKED POINT
 - 5/8" REBAR SET
 - CONTROL CORNER
 - LINES NOT SURVEYED
 - DRAWN FROM DEEDS
 - PLATS AS SHOWN
 - TIE LINES

CL CALLS OF EXISTING 25' RV AS SHOWN IN P.B. 7 PG. 202

NUMBER	DIRECTION	DISTANCE
1	N 89°45'03" V	61.81
2	S 80°45'03" V	61.81
3	N 53°10'59" E	12.97
4	N 75°32'35" V	21.68
5	S 51°32'11" E	51.21
6	S 51°32'11" E	51.21
7	S 51°32'11" E	51.21
8	S 51°32'11" E	51.21
9	S 51°32'11" E	51.21
10	S 51°32'11" E	51.21
11	S 51°32'11" E	51.21
12	S 51°32'11" E	51.21
13	S 51°32'11" E	51.21
14	S 51°32'11" E	51.21
15	S 51°32'11" E	51.21
16	S 51°32'11" E	51.21
17	S 51°32'11" E	51.21
18	S 51°32'11" E	51.21
19	S 51°32'11" E	51.21
20	S 51°32'11" E	51.21

NUMBER	DIRECTION	DISTANCE
1	N 89°45'03" V	61.81
2	S 80°45'03" V	61.81
3	N 53°10'59" E	12.97
4	N 75°32'35" V	21.68
5	S 51°32'11" E	51.21
6	S 51°32'11" E	51.21
7	S 51°32'11" E	51.21
8	S 51°32'11" E	51.21
9	S 51°32'11" E	51.21
10	S 51°32'11" E	51.21
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16	S 51°32'11" E	51.21
17	S 51°32'11" E	51.21
18	S 51°32'11" E	51.21
19	S 51°32'11" E	51.21
20	S 51°32'11" E	51.21

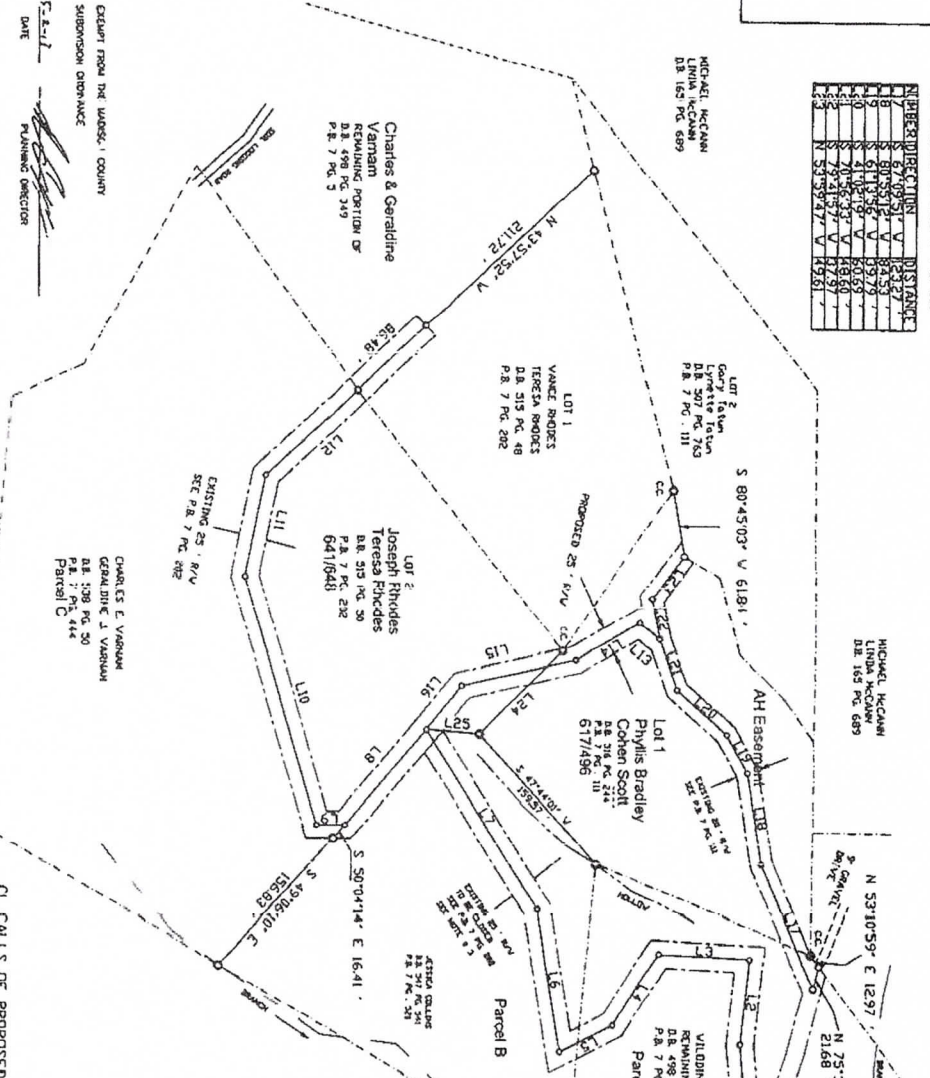
THIS SURVEY IS OF A PORTION OF SECTION 25 OF THE RECONSTRUCTION OF EXISTING ADJACENT OTHER DEEDS TO THE EXTENT OF THE SURVEY.

I, MICHAEL MCCANN, CERTIFY THAT THIS SURVEY WAS CONDUCTED UNDER MY PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA. I HAVE BEEN ADVISED THAT THE DEEDS REFERRED TO IN THIS SURVEY ARE CORRECT AND THAT THE DEEDS REFERRED TO IN THIS SURVEY ARE CORRECT AND THAT THE DEEDS REFERRED TO IN THIS SURVEY ARE CORRECT.

DATE: APRIL 10, 2013



DRY RIDGE LAND SURVEYING, P.A.
2 PLEASANT HILL ROAD
ASHEVILLE, NC 28804
PHONE: (828) 777-0444
C-422



Charles & Geraldine Varriam
REMAINING PORTION OF
P.B. 7 PG. 3
Parcel D

CHARLES E. VARRIAM
GERALDINE J. VARRIAM
D.B. 108 PG. 30
P.B. 7 PG. 444
Parcel C

LOT 2
Joseph Rhoades
Teresa Rhoades
D.B. 319 PG. 30
P.B. 7 PG. 282
641/644

LOT 1
Pheylis Bradley
Cohen Scott
D.B. 319 PG. 30
P.B. 7 PG. 111
617/496

WILSON RHOADES
REMAINING PORTION OF
P.B. 7 PG. 3
Parcel A

CL CALLS OF PROPOSED 25' RV

NUMBER	DIRECTION	DISTANCE
L13	N 40°59'32" E	22.72
L14	S 30°26'08" E	68.55
L15	S 13°32'48" E	106.54
L16	S 51°32'11" E	51.21

CALLS OF 25' RV TO BE CLOSED

NUMBER	DIRECTION	DISTANCE
1	N 89°45'03" V	61.81
2	S 80°45'03" V	61.81
3	N 53°10'59" E	12.97
4	N 75°32'35" V	21.68
5	S 51°32'11" E	51.21
6	S 51°32'11" E	51.21
7	S 51°32'11" E	51.21
8	S 51°32'11" E	51.21
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16	S 51°32'11" E	51.21
17	S 51°32'11" E	51.21
18	S 51°32'11" E	51.21
19	S 51°32'11" E	51.21
20	S 51°32'11" E	51.21

PHILIP STEEN
D.B. 147 PG. 622
REB. D.B. 99 PG. 492

NOTES

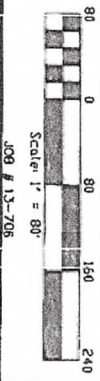
1. AREA BY COORDINATES
2. SUBJECT TO ANY ADDITIONAL ENCUMBRANCES OR DEEDS SHOWN ON NEIGHBORING PLATS
3. THE PORTION OF THE 25' RV AS SHOWN ON P.B. 7 PG. 202 THAT WILL BE CLOSED ARE: THE CALLS L1 THRU L7

Filed: Madison County, NC
05/03/2013 09:26:34 AM
Susan Redtor, Register of Deeds

BOOK 7 PAGE 592 (1)
310063

EASEMENT PLAT
CLOSING A PORTION OF R\W
RECORDED IN P.B. 7 PG. 202
APRIL 19, 2013 SCALE: 1"=80'

TMF # 5 MADISON CO., NC



STATE OF NORTH CAROLINA
COUNTY OF MADISON
Diane Appwood, Register of Deeds
I, Diane Appwood, Register of Deeds, do hereby certify that this plat is a true and correct copy of the recordation as filed with me in accordance with the provisions of the recordation laws of the State of North Carolina.

STATE OF NORTH CAROLINA
COUNTY OF MADISON
I, Susan Redtor, Register of Deeds, do hereby certify that this plat is a true and correct copy of the recordation as filed with me in accordance with the provisions of the recordation laws of the State of North Carolina.