

Prepared by: Justin Taylor, Attorney at Law, PLLC
Mail to: GRANTEE
No Title Examination or Tax Advice Given

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF CLEVELAND

THIS AGREEMENT, made and entered into this 12 day of June, 2023 by and between LINDA RANDALL DAVIS (hereinafter "GRANTOR"), and LINDA RANDALL DAVIS (hereinafter "GRANTEE") (GRANTORS and GRANTEE collectively hereinafter known as the "PARTIES").

WITNESSETH:

WHEREAS, GRANTOR is the owner of the property located at CHARLIE RANDALL RD, LAWNSDALE, NC 28090 (REID 57420)(hereinafter "LOT 1"); and,

WHEREAS, GRANTEE is the owner of the property located at CHARLIE RANDALL RD, LAWNSDALE, NC 28090 (REID 62096)(hereinafter "LOT 2"); and,

WHEREAS, GRANTEE maintains a garden in the Southwest corner of LOT 1, said area more particularly described in Exhibit A attached hereto (hereinafter the "GARDEN"); and,

WHEREAS, the PARTIES do not currently have a written agreement regarding access and maintenance of the GARDEN area; and,

WHEREAS, the PARTIES agree that it would be in their best interest to establish an agreement for maintenance, ingress, egress and regress for the GARDEN.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged by the PARTIES, it is agreed as follows:

1. The GRANTOR hereby grants unto the GRANTEE an exclusive easement for the purposes of ingress, egress and regress over LOT 1 to maintain the GARDEN.

2. GRANTEE shall only access the GARDEN AREA via the public right-of-way of Charlie Randall Road or the 45' right-of-way on the southern boundary of the GARDEN indicated by a private gravel driveway running eastward from Charlie Randall Road.
3. The PARTIES agree that no barriers or obstructions will be placed on any part of LOT 1 which would impede or in any way obstruct the GRANTEE'S access to the GARDEN.
4. The GRANTEE shall be solely responsible for maintenance, repairs, and improvements needed on the GARDEN area and shall keep the GARDEN area in a well-maintained state.
5. The PARTIES agree that the size and location of the GARDEN cannot change without the express written consent of LOT 1.
6. GRANTEE warrants that all previous, ongoing, and future use of Garden area has and will conform to all applicable laws, regulations and ordinances. Grantee further warrants that any activity alleged by a regulatory or governing body to be a violation of aforementioned laws, regulations, or ordinances will suspend GRANTEE'S access to the GARDEN subject to the written resolution of any alleged violations by the applicable regulatory or governing body, to the extent that such alleged violations may exist. GRANTEE further indemnifies, holds harmless, and agrees to defend any claims against the owner of LOT 1 for any and all liabilities arising from GRANTEE'S previous or ongoing use of the GARDEN. Furthermore, GRANTEE acknowledges that any area(s) of the GARDEN that are found to be included within a public right-of-way on Charlie Randall Road are not subject to this Agreement and that any ongoing access to those areas prohibited by enforcement of any public right-of-way will cause GRANTEE to lose access to the portion of the GARDEN area located within the public right-of-way but without otherwise altering the effect of this Agreement.
7. The PARTIES agree that any modification to this agreement shall require the express written consent of all PARTIES hereto and their heirs, successors, and assigns if applicable.
8. This AGREEMENT shall continue so long as GRANTEE is the owner of LOT 1 and will automatically terminate upon the death of the GRANTEE or the transfer of title by any other means.

{SIGNATURES TO FOLLOW}

IN WITNESS THEREOF, the parties have hereunto set their hand and seal the day and year first written above.

GRANTOR:

X Linda Randall Davis (SEAL)
Linda Randall Davis



STATE: NC

COUNTY Rutherford

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Linda Randall Davis personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal, this the 12 day of June, 2023

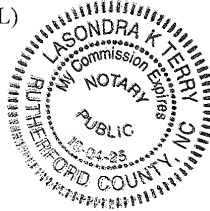
Lasondra K. Terry

My Commission expires: 10-04-25

IN WITNESS THEREOF, the parties have hereunto set their hand and seal the day and year first written above.

GRANTEE:

X Linda Randall Davis (SEAL)
Linda Randall Davis



STATE: NC

COUNTY Ruthford

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Linda Randall Davis personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal, this the 12 day of June, 2023

Lasondra K. Terry

My Commission expires: 10-04-25

EXHIBIT A

BEGINNING AT A MAG NAIL IN THE CENTER OF THE RIGHT-OF-WAY OF CHARLIE RANDALL ROAD, SAID MAG NAIL BEING THE SOUTHERNMOST POINT OF A 1.68 ACRE TRACT AS SHOWN IN PLAT BOOK 35, PAGE 142, CLEVELAND COUNTY REGISTRY; THENCE FROM SAID MAG NAIL SOUTH 29 DEGREES 27 MINUTES 13 SECONDS EAST 208 FEET TO A POINT IN THE SOUTHERN LINE OF A 3 ACRE TRACT AS SHOWN IN PLAT BOOK 26, PAGE 42, CLEVELAND COUNTY REGISTRY; THENCE NORTH 78 DEGREES 04 MINUTES 44 SECONDS WEST 120 FEET TO A POINT IN THE CENTER OF THE RIGHT-OF-WAY OF CHARLIE RANDALL ROAD; THENCE NORTH 06 DEGREES 40 MINUTES 07 SECONDS EAST 153.38 FEET TO A MAG NAIL, THE POINT AND PLACE OF BEGINNING.