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Franklin County North Carolina
Brandl S. Davis Register of Deeds
BK 1960 PG 856-864

Prepared by and mail after recording to:
Harris & Hilton, P.A.
Attn: David N. Hilton
7320 Six Forks Road, Suite 100
Raleigh, North Carolina 27615

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 4 day of August, 2014, by and among Glenda Rochelle Allen, unmarried ("Allen"); Eugene Kinsella ("Kinsella"); and Steven L. Allen and wife Joy B. Allen (collectively "SJ Allen"). The parties to this Agreement may be referred to herein individually as a "party" or collectively as "parties".

STATEMENT OF PURPOSE

1. Allen is the owner of that property identified as Lot 1 and Lot 3, Book of Maps 2004 Page 191, Franklin County Registry (collectively "Allen Parcel"). SJ Allen is the owner of Lot 2, Book of Maps 2004, Page 191 Franklin County Registry ("SJ Allen Parcel"). Kinsella is the owner of Tract 1, Tract 2 and Tract 3 as identified in Book of Maps 2014 Page 150, Franklin County Registry (collectively the "Kinsella Parcel"). The parcels are further referenced on Exhibit A which is incorporated by reference.

2. There is a 60 foot easement for the benefit of the Allen Parcel and the Kinsella Parcel centered on the mutual property line of the Allen Parcel and the Kinsella Parcel as further depicted in Plat Book 2004, Page 191, Franklin County Registry ("60 Foot Easement").

3. SJ Allen has been granted an easement and right of way over and across the 60 Foot Easement as set forth in the Right of Way Easement recorded in Book 1434 Page 108 Franklin County Registry, to connect with a 45 foot easement located on the Allen Parcel as identified in the Plat recorded in Book 2004 Page 191, to provide access from Highway 96 to the SJ Allen Parcel.

4. There is also an existing soil/gravel drive ("Drive") as depicted in Plat Book 2004 Page 191, Franklin County Registry, which serviced the properties prior to the granting of the 60 Foot Easement and the 45 foot easement.

5. The parties now wish to set forth their agreement with regard to the relocation of the 60 Foot Easement and the Drive as set forth more particularly herein below.

NOW, THEREFORE, in consideration of the mutual covenants and easements herein granted to each party and for the benefit of any future owners of the parcels, the receipt and sufficiency of which is

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hereby acknowledged, and intending to be legally bound hereby, the parties hereby declare, establish and reserve the following:

1. Relocation of Easement and Drive. The parties do hereby move and otherwise relocate the 60 Foot Easement and Drive to the location identified as "New Roadway" on the map attached hereto as Exhibit B, which is incorporated herein by reference (collectively the "Relocated Easement"). The prior location of the 60 Foot Easement and Drive are hereby terminated and deemed null and void.

The Relocated Easement is a perpetual easement over Kinsella Parcel as shown on Exhibit B, approximately 60 feet in width, which shall run with the land and be appurtenant thereto and shall be binding upon any subsequent owners of the Kinsella Parcel, Allen Parcel and SJ Allen Parcel. The Relocated Easement is limited to ingress and egress only, and is not intended and shall not be construed to grant any easement for parking, storage, construction of any improvements other than the roadway and driveway itself, or for any other purpose inconsistent with the access of pedestrians and vehicles. Notwithstanding anything contained herein to the contrary, the location of the Relocated Easement may be modified and further moved at the sole discretion of Kinsella as needed for development of the Kinsella Parcel providing that such location provides access from Highway 96 to the Allen Parcel and connects to the 45 foot easement that provides access to the SJ Allen Parcel, either directly or by way of a second connector easement as set forth in paragraph 2(b) below. The parties authorize Kinsella to record any subsequent plats as needed to reflect a change to the Relocated Easement location.

2. Covenants Regarding Easements.

a. Until such time as a road is constructed and completed upon the Relocated Easement to the State road, Allen and SJ Allen may continue using the Path. The road to be constructed within the Relocated Easement shall be constructed to State standards and dedicated to the State for ongoing maintenance and repair.

b. If the final location of the Relocated Easement does not intersect with the Allen Parcel, Kinsella agrees to grant and convey a 60 foot easement across the Kinsella Parcel to the Relocated Easement such that Allen and SJ Allen will have access to the Relocated Easement.

c. Kinsella agrees to pay the cost to rework Allen's existing drive to connect with the Relocated Easement.

d. Kinsella abandons and relinquishes any claim or right to access the Allen Parcel along the 60 Foot Easement.

e. The easements, covenants and restrictions contained in this Agreement are not personal but are appurtenant to and shall run with the land benefited and burdened thereby and shall be binding upon all present and future owners, their successors in title or interest and their permitted assigns. The easements and rights granted herein are intended to permit and allow commercial development of the parcels and are not intended to be limited only to the personal use of the current owners.

f. The parties and their successors and assigns agree to execute any plat, document or other agreement required to move, relocate or establish the Relocated Easement according to the terms and conditions of this Agreement for the development of the Kinsella Parcel.

3. Temporary Construction Easement. Allen grants Kinsella, his successors and assigns, a temporary construction and access easement over, upon and across the Allen Parcel as needed to remove a radio tower and guide wires which are located partially on the Kinsella Parcel and the Allen Parcel. Kinsella shall exercise care to avoid damaging the Allen Parcel in any manner not consistent with the purpose for which this Agreement is issued.

4. Easement For Planting Trees on Property Line. Allen agrees and consents to the planting of trees on the property line of the Allen Parcel and Kinsella Parcel by the air plane hangar and shed as needed to screen the hanger and shed from the Kinsella Parcel, and conveys and grants to Kinsella its successors and assigns an easement as needed for the planting, pruning and replacement of the trees.

5. Miscellaneous.

a. No waiver of any provision of this Agreement shall be deemed to imply or constitute a further waiver of that provision or any other provision. Should any provision be declared invalid by a legal authority of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.

b. Failure of any owner to comply with any or all of the terms and conditions of this Agreement shall not, under any circumstances, entitle any other owner to terminate any easement or right hereunder, but shall give rise to damages and/or such other remedies as may be provided in this Agreement or by law or equity. All rights, powers and privileges incurred hereunder shall be cumulative and in addition to and not the exclusion of those provided by law or equity.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina South Carolina.

d. This Agreement and the rights granted herein shall be binding upon and shall inure to the benefit of the parties and their respective grantees, heirs, successors, assigns, and other legal representatives. This Agreement shall run with the land with respect to the parcels identified herein.

TO HAVE AND TO HOLD the aforesaid rights and easements unto Allen and Kinsella, their successors and assigns, forever.

SIGNATURES APPEAR ON THE FOLLOWING TWO (2) PAGES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by authority duly given as of the day and year first above written.

Glenda Rochelle Allen
Name: Glenda Rochelle Allen

STATE OF North Carolina

COUNTY OF Wake

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- ☒ I have personal knowledge of the identity of the principal(s)
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
☐ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Glenda Rochelle Allen

(print name of person executing document)

Date: 8-27-2014

Julianne O. Wright
Julianne O. Wright, Notary Public
(print name)
My commission expires: 11-28-2016



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by authority duly given as of the day and year first above written.

Steven L. Allen
Name: Steven L. Allen

Joy B. Allen
Name: Joy B. Allen

STATE OF North Carolina

COUNTY OF Wake

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

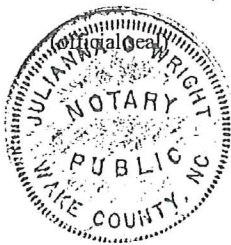
- ☒ I have personal knowledge of the identity of the principal(s)
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
☐ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Steven L. Allen and

Joy B. Allen
(print name of person executing document)

Date: 8/27/2014

Juliana O. Wright
Juliana O. Wright, Notary Public
(print name)
My commission expires: 11-28-2016



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by authority duly given as of the day and year first above written.

Steven L. Allen
Name: Steven L. Allen

Joy B. Allen
Name: Joy B. Allen

STATE OF North Carolina

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Joy B. Allen
(print name of person executing document)

Date: 8/27/2014

Julianne O. Wright
Julianne O. Wright, Notary Public
(print name)
My commission expires: 11-28-2016

