



Filed: 12/09/2021 04:12:03 PM  
Linda W. Douglas, Register of Deeds  
Richmond County, NC

*Callie S. Dean*, Deputy

Tax: \$0.00

Prepared by and after  
Recording mail to:  
Williams, Deane & Herndon  
P.O. Box 1416  
Rockingham, NC 28380

STATE OF NORTH CAROLINA  
COUNTY OF RICHMOND

EASEMENT AGREEMENT

This Easement, made this the 3rd day of December, 2021, by and between Janet Odom Clark and husband Tony Dale Clark, Grantor and Landowner(s); Lynn C. Evans, Grantee and Easement Holder(s).

WITNESSETH:

THAT WHEREAS, said Grantors are the owner of a certain tract or parcel of land as described in Deed Book 1578 at Page 19 in the Richmond County, North Carolina Register of Deeds office, hereinafter referred to as the Easement Property, located in Richmond County, State of North Carolina.

AND WHEREAS, said Grantee is the owner of those certain tracts or parcels of land described in Deed Book 525 at Page 241 in the Richmond County, North Carolina Register of Deeds Office, hereinafter referred to as the Protected Property, located in Richmond County, State of North Carolina.

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to them in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, the Grantee has requested that the Grantor grant an access easement for and Grantor has agreed so to do;

- Grant of Easement.** The Grantors hereby grants and conveys to the Easement Holder an easement (the "Access Easement") for ingress and egress on the Easement Property. This Easement shall allow access to and from Richmond Avenue to the Grantee's property on, over and through that portion of the Grantor's Property described above, which is incorporated herein by this reference (the "Easement Property").
- Use of Access Easement.** The purpose of the Access Easement is to provide pedestrian and vehicular access to and from the Protected Property by the Easement Holder, its guests, agents and personnel. Nothing in this Access Easement is intended

to prohibit use of the Access Easement by the Grantor, provided such use does not interfere with the use of the Easement by the Grantee.

3. **Improvements.** The Easement Holder shall have the right, but not the obligation, to construct, at its sole expense, improvements upon the Easement Property to make the Easement Property suitable for vehicular and pedestrian use.
4. **Maintenance.** The Grantee shall be responsible for maintaining the Easement property to the extent necessary for the uses described in this Easement.
5. **Damage to Easement Property.** The Landowner and Easement Holder shall be responsible for any damage they may cause to the Easement Property. The party responsible for such damage shall promptly make all needed repairs, restoring the Easement Property to its condition prior to the damage.
6. **Obstructions to Use of the Easement Property.** Neither the Landowner, Easement Holder nor any person permitted to use the Easement Property under the terms of this Access Easement may utilize the Easement Property in a way that interferes with its use by any other person permitted to use it. Any obstructions or impediments to the use of the Easement Property may be removed, without notice, by the Landowner or Easement Holder and the cost of such removal shall be borne by the party causing or responsible for such obstruction.
7. **Enforcement of Agreement.** The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.
8. **Amendments.** This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder.
9. **Successors.** All of the terms, covenants, conditions, and obligations set forth in this Access Easement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees and assigns, and shall continue until this easement terminates.
10. **Severability.** If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.
11. **Governing Law.** This Access Easement shall be governed by and construed under the laws of the State of North Carolina.
12. **Release.** The Easement Holder releases and forever discharges the Landowner and their successors in interest, heirs, executors and administrators from all causes of

action, suits, damages, judgments, claims and demands arising out of the use of this  
easement.

IN TESTIMONY WHEREOF, said parties of the first part have hereunto set their  
hands and seals, the day and year first above written.

[Signature]  
Janet Odom Clark

[Signature]  
Tony Dale Clark

STATE OF NORTH CAROLINA  
COUNTY OF RICHMOND

I, the undersigned Notary Public for the County and State aforesaid, certify that Janet  
Odom Clark and husband, Tony Dale Clark personally came before me this day and  
acknowledge the execution of the foregoing instrument.

Witness my hand and official stamp this the 3<sup>rd</sup> day of December, 2021.

[Signature]  
NOTARY PUBLIC

My commission expires: 5/5/24

