

Prepared by and Return to: Moore & Alphin, PLLC (ckt)  
3733 National Dr., Ste 100, Raleigh, NC 27612

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

**CROSS ACCESS EASEMENT**

THIS CROSS ACCESS EASEMENT (this "Easement") is made and entered into as of latest date on which it is signed by either party, by and between **KET REAL ESTATE, LLC**, a North Carolina limited liability company ("**KET**"), and **MICHAEL WILKINSON AND CAROLYN WILKINSON** (collectively "Wilkinson").

**WITNESSETH:**

**WHEREAS**, by virtue of the deed recorded in Book 15925 at Page 965 in the Office of the Register of Deeds for Wake County, North Carolina, **KET** is the owner of that certain real property containing 0.384 Acres as shown on that map recorded in Book of Maps 1977, Page 662, Wake County Registry ( "KET Property"); and

**WHEREAS**, **Wilkinson** is the owner or the contract purchaser of the real property known as Tract 3 as shown on the map recorded in Book of Maps 1995, Page 404, Wake County Registry (the "Wilkinson Property"); and

**WHEREAS**, the parties wish to establish a cross access easement.

**NOW, THEREFORE**, in consideration of the terms and conditions of the Approval and this Easement, and for other good and valuable consideration and the mutual covenants and promises contained herein, **KET** and **Wilkinson** hereby agree that the **KET Property** and the **Wilkinson Property** shall be owned, sold, conveyed, transferred, occupied and used subject to the following:

1. Vehicular Access Easement. **KET** hereby grants, bargains, sells and conveys to **Wilkinson** a perpetual nonexclusive easement over and upon the area as further described on the attached Exhibit A as the 24' Ingress, Egress and Regress Easement (hereinafter the "Easement Area") for purposes of vehicular ingress, egress and regress between the **Wilkinson Property** and South Main Street. **Wilkinson** hereby grants, bargains, sells and conveys to **KET** a perpetual nonexclusive easement over and upon the area as further described on the attached Exhibit A as the 24' Ingress, Egress and Regress Easement (hereinafter the "Easement Area") for purposes of vehicular ingress, egress and regress between the **KET Property** and South Main Street.

TO HAVE AND TO HOLD, the foregoing rights, privileges and easements for the purposes stated herein in and upon the aforesaid tract or parcel of land unto the parties hereto, their heirs, assigns and successors in interest, forever. It being agreed that the easement hereby granted shall burden both the KET Property and the Wilkinson Property and shall be appurtenant to and run with title to both properties.

2. Parking. Neither Wilkinson or KET shall park in the Easement Area as to impede the use of the Easement Area. The 20' x 20' parking area shall be for as shown on the attached Exhibit A shall be for KET's use and enjoyment.

3. Maintenance. Wilkinson shall maintain the Easement Area at their sole cost, as required due to normal and reasonable wear and tear. Maintenance may include, but not be limited to, as necessary, paving, cleaning, snow removal, repairs, and replacement, including resurfacing and re-striping.

4. Non-Obstruction. The easement herein granted is intended to, and shall be construed to, permit free and unobstructed usage of the Easement Area created herein. Accordingly, no charges may be imposed for such use and no barriers or other obstructions may be placed anywhere within the Easement Area.

5. Disclaimer of Liability and Indemnity. The easement granted herein is hereby made subject to the condition that KET shall not be liable to Wilkinson, or to any other person whomsoever, for any injury to person or damage to property on the Easement Area caused by the failure to maintain the Easement Area as required by this Easement, unless caused by the negligence or misconduct of KET, its employees, agents or contractors, and that Wilkinson shall at all times indemnify and hold harmless KET and its officers, directors, employees, agents, contractors, guests and licensees, from any loss, liability, claims, suits, costs, expenses, including without limitation, reasonable attorney's fees, caused by any such damage or injury, excluding any injury to persons or damage to property to the extent caused by the negligence or misconduct of KET, its agents, members, or employees. Wilkinson's liability hereunder shall be reserved only to their failure to maintain the Easement Area as required herein.

6. Miscellaneous.

(a) Law Governing. This Easement shall be governed by and construed in accordance with the laws of the State of North Carolina. All obligations of the parties hereunder are performable in Wake County, North Carolina.

(b) Attorneys' Fees. If any litigation is initiated between the owner of KET's Property and Wilkinson's Property relating to this Easement or the subject matter hereof, the party prevailing in such litigation shall be entitled to recover, in addition to all damages allowed by law and other relief, all court costs and reasonable attorneys' fees incurred in connection therewith.

(c) Successors, Heirs and Assigns. This Easement shall be binding upon and shall inure to the benefit of KET and Wilkinson, and their respective legal representatives, successors, heirs and assigns in ownership of the KET Property and the Wilkinson Property.

(d) Entire Agreement; Amendment or Termination. This Easement contains the entire agreement relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Easement may not be amended orally but only by setting same forth in a document duly executed by the then owners of the KET Property and the Wilkinson Property and duly recorded in the Office of the Wake County Register of Deeds. Any alleged amendment or termination which is not so documented and recorded shall not be effective.

(e) Severability. This Easement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Easement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as expressed herein, the remainder of this Easement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**[Signatures on Following Pages]**

IN WITNESS WHEREOF, KET has executed this Easement as of the day and year first above written.

**KET REAL ESTATE, LLC**

By: *Kathleen E Thompson*  
Print Name: Kathleen E. Thompson  
Print Title: Manager

STATE OF NORTH CAROLINA -- COUNTY OF WAKE

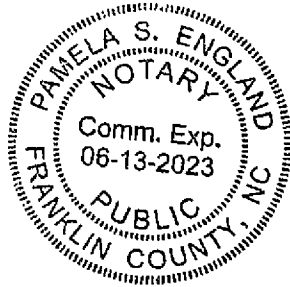
I, the undersigned, a Notary Public for the aforesaid County and State, certify that **Kathleen E. Thompson** came before me this day and acknowledged that she is Manager of **KET REAL ESTATE, LLC**, a North Carolina limited liability company, and that, in such capacity and by authority duly given and as the act of the corporation, he/she executed the foregoing instrument in its name on its behalf the corporation.

Witness my hand and official stamp or seal, this 1<sup>st</sup> day of October, 2019.

[Stamp or Seal]

*[Signature]*  
Notary Public  
Printed Name: *Pamela S. England*

My Commission Expires: *06-13-23*



IN WITNESS WHEREOF, Wilkinson has executed this Easement as of the day and year first above written.

Michael Wilkinson  
Michael Wilkinson

Carolyn K Wilkinson  
Carolyn Wilkinson

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

I, the undersigned, a Notary Public for the aforesaid County and State, certify that Michael Wilkinson and Carolyn Wilkinson personally came before me this day and acknowledged that he/she executed the foregoing instrument.

Witness my hand and official stamp or seal, this 2<sup>nd</sup> day of October, 2019

[Stamp or Seal]

Curtis K. Thompson  
Notary Public  
Printed Name: Curtis K. Thompson

My Commission Expires: \_\_\_\_\_

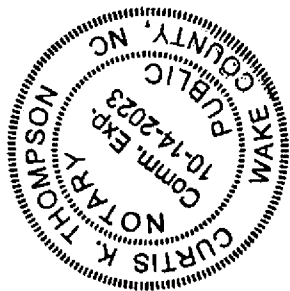
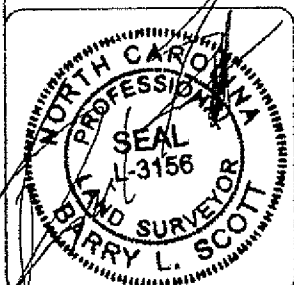
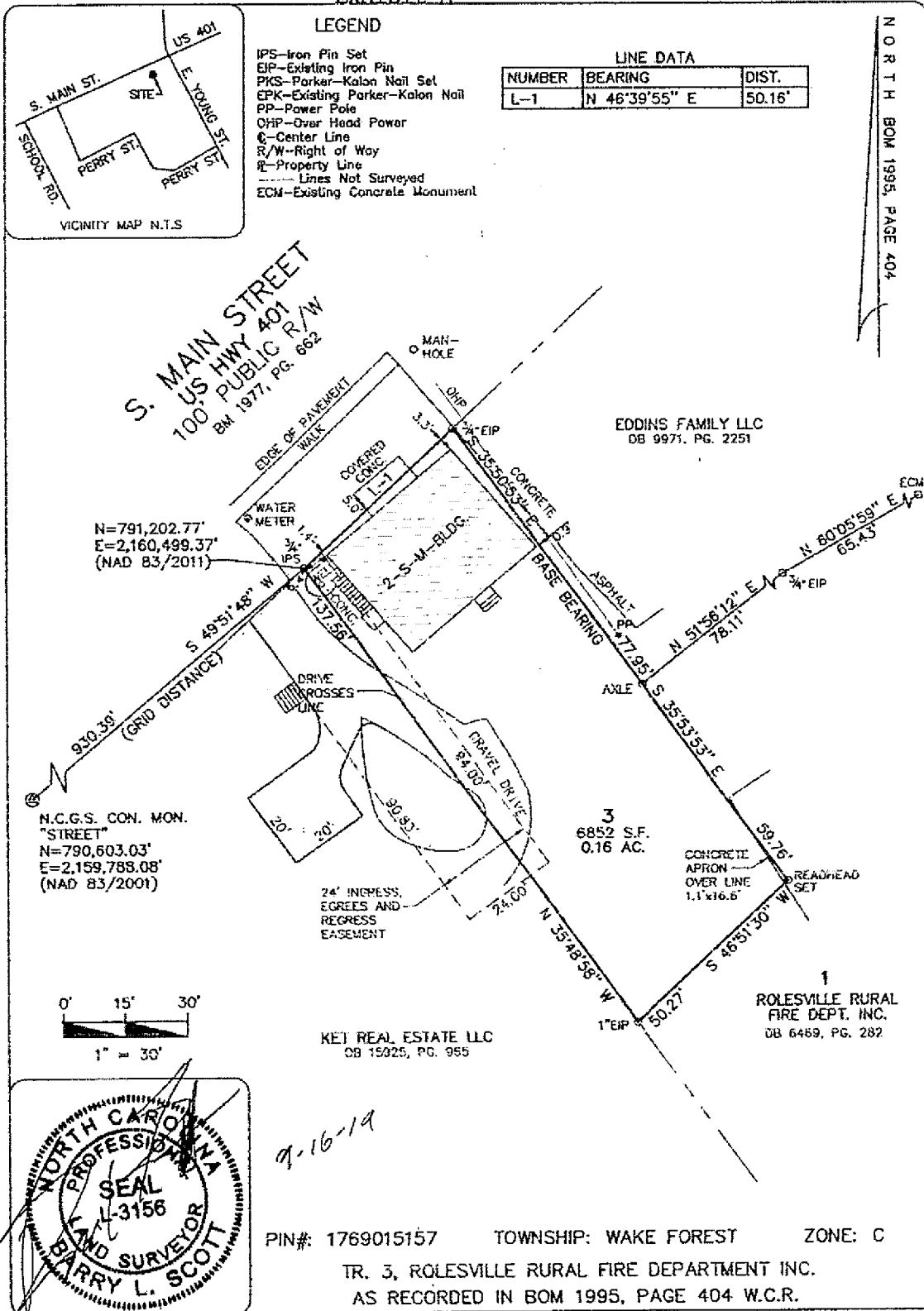


Exhibit A



PIN#: 1769015157      TOWNSHIP: WAKE FOREST      ZONE: C  
 TR. 3, ROLESVILLE RURAL FIRE DEPARTMENT INC.  
 AS RECORDED IN BOM 1995, PAGE 404 W.C.R.

I, Barry L. Scott, certify that this plat was drawn under my supervision from (an actual survey made under my supervision) (dead description recorded in Book 15925, page 985 etc.) (other), that the ratio of precision as calculated by latitude and departures is 1/10,000, that the boundaries not surveyed are shown as broken lines plotted from information found in (SEE REFERENCE).  
 Witness my original signature, registration number and seal this 16th day of September, A.D. 2019

PROPERTY OF  
**WHITE WATER HOMES**

105 S. MAIN ST.      WAKE COUNTY      ROLESVILLE, N.C.

SCALE: 1" = 30'

DATE: 9-16-19

BOOK: M666/78

**S. L. SCOTT**  
 LAND SURVEYING  
 PROFESSIONAL LAND SURVEYORS  
 P. O. BOX 1180 - WAKE COUNTY, NORTH CAROLINA 27405  
 TEL: 919-286-9999      FAX: 919-286-1100

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

NORTH BOM 1995, PAGE 404