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FILED
DAVIE COUNTY NC
M. BRENTSHOAF
REGISTER OF DEEDS
FILED Mar 12, 2019
AT 10:55 am
BOOK 01100
START PAGE 0068
END PAGE 0076
INSTRUMENT # 01098
EXCISE TAX (None)

Prepared by: Julian Robb, Attorney
Return to: ~~Box 36~~ Trent Adams
307 Mill St., W-S, NC 27103

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

PRIVATE ACCESS EASEMENT FOR EMERGENCY VEHICLES

THIS PRIVATE ACCESS EASEMENT FOR EMERGENCY VEHICLES is made this 12th day of March, 2019 by and between PILOT VIEW, LLC, a North Carolina limited liability company, whose address is 307 Mill Street, Winston-Salem, NC 27103 (hereinafter referred to as "Pilot View"); and TOWN OF BERMUDA RUN, a North Carolina municipal corporation, whose address is 120 Kinderton Boulevard, Bermuda Run, NC 27006 (hereinafter referred to as "Bermuda Run");

WITNESSETH:

THAT WHEREAS, Pilot View Grantor is the owner of that certain tract or parcel of land located in Davie County, North Carolina, said tract or parcel of land being more particularly described in the deed recorded in Book 1030, Page 406 of the Davie County Registry (hereinafter referred to as the "Pilot View Property"); and

WHEREAS, Bermuda Run has requested a private easement for emergency vehicle access across a portion of the Pilot View Property and Pilot View has so agreed.

NOW, THEREFORE, in return for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pilot View has bargained and sold and does hereby grant, give and convey unto Bermuda Run a 25' emergency access and drainage easement for the purpose of ingress and egress by emergency service providers in, over, under,

upon and through a portion of the Pilot View Property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Area"), subject to the following terms and conditions:

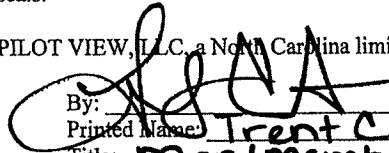
1. Pilot View is granting the easement over the Easement Area for the benefit of Bermuda Run and any emergency service agency, for use by Bermuda Run and/or emergency vehicles, for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the premises located contiguous to and directly east of the Pilot View Property and known as Tract 2 as shown and described on the plat recorded in Plat Book 12, Page 438, Davie County Registry, and the owners, occupants and invitees thereof.
2. The foregoing easement shall in no way be construed as a dedication of any access over the Easement Area to the public.
3. Bermuda Run shall not install either an asphalt or concrete easement over the Easement. Instead, Bermuda Run shall install a permeable, grass easement with a concrete band around the boundary of the Easement Area to delineate that portion of the Pilot View Property that can withstand the weight and load of emergency vehicles.
4. Bermuda Run shall install and maintain a gate at the end of the Easement Area as is touches the real property to the east of the Pilot View Property.
5. Grantee shall maintain the Easement Area in a serviceable condition and in a safe, clean and sanitary condition, free and clear of any hazards to persons using the same, and shall make all repairs, replacements and improvements necessary to so maintain such areas to provide ingress, egress, access, passage to emergency vehicles as provided in this Agreement.
6. With the exception of the above-referenced gate, neither party shall cause or permit any obstructions to be erected on any portion of the Easement Area that may impair the rights granted hereunder to the other party
7. In addition to the access easement, Pilot View hereby grants to Bermuda Run a drainage easement in, over, under, upon and through the Easement Area.
8. In addition to the above-described easement, Pilot View hereby grants to Bermuda Run a 12.5' private utility easement in, over, under, upon and through a portion of the Pilot View Property described on Exhibit "B" attached hereto and incorporated herein by reference (the "Utility Easement").

9. Bermuda Run shall be solely responsible for repair and maintenance of any drainage and utility structures constructed within the Easement Area and the Utility Easement, and Pilot View's fee simple ownership of the Pilot View Property shall not subject Pilot View to any liability as a result of the construction, use, repair and maintenance of said drainage and/or utility improvements constructed within either the Easement Area or the Utility Easement.
10. Pilot View may make all lawful uses of Pilot View's Property not inconsistent with the easements herein conveyed.
11. Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area and the Utility Easement (or the Pilot View Property of which the Easement Area and the Utility Easement is a part) by the other party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other party, its servants or agents.
12. If it becomes necessary for Bermuda Run to access Pilot View's Property for the purposes of either maintaining, monitoring or repairing any portion of the Easement Area or the Utility Easement, then Bermuda Run shall repair the damage done to the Pilot View Property by returning the Pilot View Property to its condition prior to Bermuda Run's access of the Pilot View Property, as best as possible.
13. Pilot View covenants that Pilot View is the owner of the Pilot View Property and has the right to encumber the Pilot View Property with this easement as set forth herein.
14. The easements and associated rights and obligations set forth herein shall inure to the benefit of the heirs, successors, and assignees of both Pilot View and Bermuda Run.
15. At all times, Bermuda Run, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of emergency vehicles upon the Easement Area.
16. Pilot View and Bermuda Run agree that this Easement contains all of the agreements, promises and understandings between Pilot View and Bermuda Run. No verbal or oral agreements, promises, or understandings shall be binding upon either Pilot View or Bermuda Run in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

17. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of North Carolina. The parties agree that the venue for any litigation regarding this Agreement shall be Forsyth County, North Carolina.
18. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the addresses described in the opening paragraph of this Easement.
19. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

IN WITNESS WHEREOF, Pilot View and Bermuda Run have hereunto set their hands and seals.

PILOT VIEW, LLC, a North Carolina limited liability company

By:  (SEAL)
Printed Name: Trent C Adams
Title: mgr/member

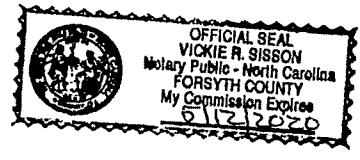
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State of North Carolina
County of Forsyth

I, Vickie R Sisson, a Notary Public of the County of Forsyth and State of North Carolina, certify that Trent C Adams, either being personally known to me or proven by satisfactory evidence (said evidence being personally known), personally appeared before me this day and acknowledged that he is Member of Pilot View, LLC, a North Carolina limited liability company, and that he, as Member, being authorized to do so, voluntarily executed the foregoing on behalf of the organization for the purposes stated therein.

Witness my hand and Notarial stamp or seal this 7th day of March, 2019.

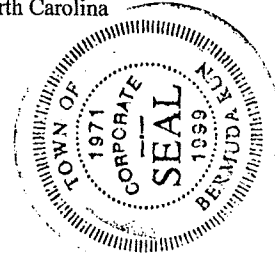
Vickie R Sisson
Notary Public
Name: Vickie R. Sisson
My Commission Expires: 5/12/2020



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TOWN OF BERMUDA RUN, a municipal corporation of the State of North Carolina

By: H. Lee Rollins (SEAL)
Name: H. Lee Rollins
Title: Town Manager



STATE OF NORTH CAROLINA

COUNTY OF FORSYTH Davie ^{cy}

I, Cynthia G. Griffith, a Notary Public of the County of Davie and State of North Carolina, certify that H. Lee Rollins, either being personally known to me or proven by satisfactory evidence (said evidence being NC Drivers License), who is the Town Manager of the Town of Bermuda Run, a municipal corporation of the State of North Carolina, personally appeared before me this day and acknowledged that (s)he is Town Manager of Town of Bermuda Run and that as Town Manager being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said municipality for the purposes stated therein.

WITNESS my hand and notarial seal, this 11 day of March, 2019.

Cynthia G. Griffith
Notary Public
Name: Cynthia G. Griffith
My Commission Expires: 3/7/21

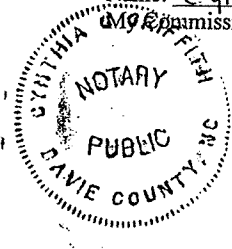


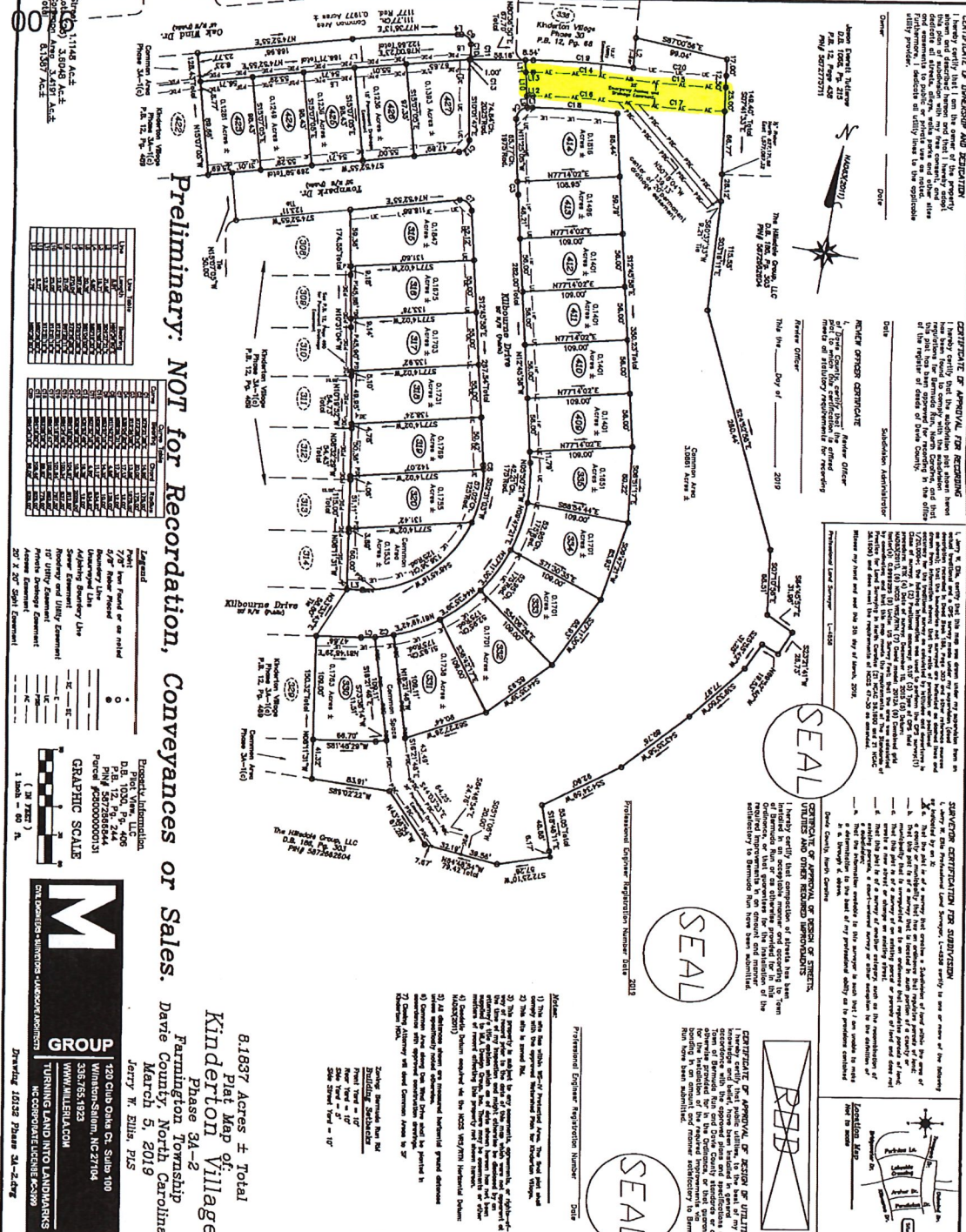
EXHIBIT "A"
EASEMENT AREA

Beginning at a point marked by a 5/8" rebar placed in the western line of the common area of Kinderton Village, Phase 3A-2, said point of beginning being located the following six (6) courses and distances from a point marked by an iron found at the southwest corner of the property of DC RISE RE, LLC, a North Carolina limited liability company (Deed Book 1093, Page 218, Davie County Registry), said point also having Geodetic coordinates of North 827,171.88 and East 1,577,087.32: 1) North 07° 41' 33" West 121.28 feet to a point; 2) North 87° 00' 56" West 99.04 feet to a point; 3) South 04° 37' 21" East 31.48 feet to a point; 4) along a curve to the left, said curve having a radius of 825 feet and a chord direction and distance of South 84° 18' 50" West 106.48 feet; 5) South 80° 36' 50" West 8.84 feet to a point; and 6) South 12° 51' 19" East 12.52 feet to a point, the place of BEGINNING; thence from said point and place of BEGINNING North 80° 36' 50" East 7.79 feet to a point; thence along a curve to the right, said curve having a radius of 812.50 feet and a chord direction and distance of North 84° 18' 50" East 104.87 feet to a point; thence along a curve to the left, said curve having a radius of 837.50 feet and a chord direction and distance of North 84° 34' 48" East 100.34 feet to a point; thence South 07° 41' 33" East 25.00 feet to a point; thence along a curve to the right, said curve having a radius of 862.50 feet and a chord direction and distance of South 84° 35' 47" West 102.83 feet to a point; thence along a curve to the left, said curve having a radius of 787.50 feet and a chord direction and distance of South 84° 18' 50" West 101.84 feet to a point; thence South 80° 36' 50" West 6.27 feet to a point; thence North 12° 51' 19" West 25.05 feet to a point, the place of BEGINNING, said tract consisting of 5,300 square feet, more or less, as shown and described on the survey entitled, "Easement Survey for Pilot View, LLC," prepared by Jerry W. Ellis, PLS, dated February 5, 2019, Drawing Number 15132.

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EXHIBIT "B"
UTILITY EASEMENT

Beginning at a point marked by a 5/8" rebar placed in the western line of the common area of Kinderton Village, Phase 3A-2, said point of beginning being located the following three (3) courses and distances from a point marked by an iron found at the southwest corner of the property of DC RISE RE, LLC, a North Carolina limited liability company (Deed Book 1093, Page 218, Davie County Registry), said point also having Geodetic coordinates of North 827,171.88 and East 1,577,087.32: 1) North 07° 41' 33" West 121.28 feet to a point; 2) North 87° 00' 56" West 99.04 feet to a point; and 3) South 04° 37' 21" East 31.48 feet to a point, the place of BEGINNING; thence from said point and place of BEGINNING along a curve to the left, said curve having a radius of 825 feet and a chord direction and distance of South 84° 18' 50" West 106.48 feet; thence South 80° 36' 50" West 8.84 feet to a point; thence South 12° 51' 19" East 12.52 feet to a point; thence North 80° 36' 50" East 7.79 feet to a point; thence along a curve to the right, said curve having a radius of 812.50 feet and a chord direction and distance of North 84° 18' 50" East 104.87 feet to a point; thence along a curve to the left, said curve having a radius of 837.50 feet and a chord direction and distance of North 84° 34' 48" East 100.34 feet to a point; thence North 07° 41' 33" West 12.50 feet to a point; thence along a curve to the right, said curve having a radius of 825 feet and a chord direction and distance of South 84° 34' 15" West 99.09 feet to a point, the place of BEGINNING, said tract consisting of 2,671 square feet, more or less, as shown and described on the survey entitled, "Easement Survey for Pilot View, LLC," prepared by Jerry W. Ellis, PLS, dated February 5, 2019, Drawing Number 15132.



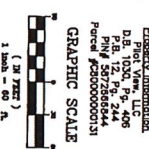
Preliminary: NOT for Recordation, Conveyances or Sales.

81837 Acres ± Total
Plat Map of:
Kindertron Village
 Phase 3A-2
 Farmington Township
 Davie County, North Carolina
 March 5, 2019
 Jerry W. Ellis, PLS

Lot	Area (Acres)	Area (Sq Ft)
1	0.124	5,376
2	0.124	5,376
3	0.124	5,376
4	0.124	5,376
5	0.124	5,376
6	0.124	5,376
7	0.124	5,376
8	0.124	5,376
9	0.124	5,376
10	0.124	5,376
11	0.124	5,376
12	0.124	5,376
13	0.124	5,376
14	0.124	5,376
15	0.124	5,376
16	0.124	5,376
17	0.124	5,376
18	0.124	5,376
19	0.124	5,376
20	0.124	5,376
21	0.124	5,376
22	0.124	5,376
23	0.124	5,376
24	0.124	5,376
25	0.124	5,376
26	0.124	5,376
27	0.124	5,376
28	0.124	5,376
29	0.124	5,376
30	0.124	5,376

Lot	Area (Acres)	Area (Sq Ft)
31	0.124	5,376
32	0.124	5,376
33	0.124	5,376
34	0.124	5,376
35	0.124	5,376
36	0.124	5,376
37	0.124	5,376
38	0.124	5,376
39	0.124	5,376
40	0.124	5,376
41	0.124	5,376
42	0.124	5,376
43	0.124	5,376
44	0.124	5,376
45	0.124	5,376
46	0.124	5,376
47	0.124	5,376
48	0.124	5,376
49	0.124	5,376
50	0.124	5,376

Legend	Symbol
Point	•
Line	—
Area	■
Boundary Line	---
Survey Boundary Line	----
Other Boundary Line
Utility	—X—X—
Proposed Utility	—X—X— (dashed)
Proposed	— (dashed)
Existing	— (solid)
Proposed	— (dashed)
Existing	— (solid)



M GROUP
 120 Oaks Oaks Ct, Suite 100
 Winston-Salem, NC 27104
 336.785.9823
 WWW.MGROUP.COM
 TURNING LAND INTO LANDMARKS
 NC CORPORATE LICENSE #3599
 Drawing 18125 Phase 3A-2.dwg

CERTIFICATE OF DIMENSION AND RESOLUTION
 I hereby certify that the subdivision plat herein complies with the provisions of the North Carolina Subdivision Control Act, Chapter 40A, Article 1, and the rules and regulations of the State Board of Planning and Community Development, and that the plat is a true and correct copy of the original plat as filed with the State Board of Planning and Community Development.

CERTIFICATE OF APPROVAL FOR RECORDATION
 I hereby certify that the subdivision plat herein complies with the provisions of the North Carolina Subdivision Control Act, Chapter 40A, Article 1, and the rules and regulations of the State Board of Planning and Community Development, and that the plat is a true and correct copy of the original plat as filed with the State Board of Planning and Community Development.

CERTIFICATE OF APPROVAL FOR SUBDIVISION
 I hereby certify that the subdivision plat herein complies with the provisions of the North Carolina Subdivision Control Act, Chapter 40A, Article 1, and the rules and regulations of the State Board of Planning and Community Development, and that the plat is a true and correct copy of the original plat as filed with the State Board of Planning and Community Development.

CERTIFICATE OF ACTION OF UTILITIES
 I hereby certify that the subdivision plat herein complies with the provisions of the North Carolina Subdivision Control Act, Chapter 40A, Article 1, and the rules and regulations of the State Board of Planning and Community Development, and that the plat is a true and correct copy of the original plat as filed with the State Board of Planning and Community Development.



This map may not be a certified survey & has not been reviewed by a local government agency for compliance with any applicable land development regulations & has not been reviewed for compliance with recording requirements for plats.