

BK 2771 PG 1607 - 1616 (10)
This Document eRecorded:
Fee: \$26.00 DocType: AGMT
Randolph County, North Carolina
Krista M. Lowe, Register of Deeds

DOC# 20129800
09/16/2021 11:53:10 AM
Tax: \$0.00

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wildlands Engineering, Inc.
1430 South Mint Street, Suite 104
Charlotte, NC 28203
Attention: Matt Covington

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

RIGHT OF WAY EASEMENT AGREEMENT

This Non-exclusive Right of Way Easement and Agreement (this "**Agreement**") is between **Americhem, Inc.**, a Delaware corporation ("**Grantor**") and **Wildlands Farms, LLC**, a North Carolina limited liability company ("**Grantee**") and will become effective on the date when all parties have signed the Agreement. The designations Grantor and Grantee include the Grantor and Grantee, their heirs, successors and assigns.

WITNESSETH:

WHEREAS, Grantor owns in fee simple real property located at 7279 Liberty Park Avenue and 7280 Liberty Park Avenue in Liberty, Randolph County, North Carolina, recorded in the county's Register of Deeds at Book 2219, Page 750 and at Book 2219, Page 765 (collectively, "**The Grantor Property**"). The Grantor Property is also identified as Parcel ID numbers 8735441640 and 8735444200.

WHEREAS, Grantee owns in fee simple 100.09 acres of real property located off US Highway 421 in Liberty, Randolph County, North Carolina recorded in that county's Register of Deeds at Book 2763

Submitted electronically by "Pilkington Law, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Randolph County Register of Deeds.

Page 2207 ("The Grantee Property"). The Grantee Property is also identified as Parcel ID numbers 8735338516 and 8735234859.

WHEREAS, Grantor has agreed to grant a perpetual non-exclusive right of way easement on the Grantor Property for ingress and egress on, over, and through the Grantor Property to allow Grantee access from Old Highway 421 over Liberty Park Avenue and over the Grantor Property to the Grantee Property; and

WHEREAS, the parties desire to set forth the terms and conditions of their agreement regarding the non-exclusive perpetual right of way easement and agreement and the parties have agreed to bind themselves, their heirs, successors and assigns to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions, and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants and conveys unto Grantee, its successors and assigns, subject to the terms of this Agreement a perpetual non-exclusive right of way easement 60 feet in width for ingress and egress on, over and through the Grantor Property at the location as shown on Exhibit A as "Proposed 60' Access Easement" for the limited purposes of Grantee conducting a stream and wetland restoration project, including but not limited to design, construction, conservation, monitoring and other activities necessary to accomplish the restoration project, as well as farming and other agricultural related activities on the Grantee Property, so long as such farming and agricultural activities do not substantially increase in scale or scope so as to be considered factory or industrial farming (the "Right of Way Easement").

The Grantor warrants for itself, its heirs, successors and assigns that Grantee, their heirs, successors and assigns shall have uninterrupted use of the Right of Way Easement shown on Exhibit A (the "Right of Way Easement").

Grantee shall, at its sole cost and expense, grade, construct and maintain in good repair, to the extent necessary to access the Grantee Property for the purposes set forth herein, a gravel road in the area of the Right of Way Easement where no road exists, and will make improvements to the existing gravel road on the Grantor Property to upgrade its appearance and function to be consistent with the new gravel road constructed by Grantee. Grantee agrees to promptly discharge (or cause to be discharged) all mechanic's, laborer's, materialmen's, supplier's or vendor's liens arising out of or connected with the construction or maintenance of the gravel road, or maintenance, repair or replacement activities by or through Grantee in, on or about the Right of Way Easement.

Grantee shall replace, for better illumination, the existing lighting on Grantor Property at the locations shown on Exhibit B. Grantee is only obligated to maintain the lighting to the extent necessary to access the Grantee Property for the purposes set forth in this agreement.

Neither Grantee's nor its invitees', contractors', employees', grantees', tenants', successors' and assigns' use of the Right of Way Easement shall in any way interfere with the Grantor's use and enjoyment of the Grantor Property or Grantor's use of the Right of Way Easement or interfere with any business activities of Grantor on Grantor Property. Grantee shall be prohibited from building any improvements, parking any vehicles or storing any materials

within the Right of Way Easement Area or from blocking the railroad spur track located on Grantor Property.

Grantee shall, to the fullest extent permitted under applicable laws, indemnify and hold Grantor, and its officers, members, managers, agents, contractors, employees and invitees, harmless from any and all claims, actions, suits, damages, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees, relating to or arising out of: (i) Grantee's use of the Right of Way Easement; (ii) any default or failure of Grantee to perform its obligations under this Agreement; (iii) the condition of the gravel road or any existing driveways; or (iv) the acts or omissions of Grantee or Grantee's employees, contractors or agents on or about the Right of Way Easement or the Grantor Property, unless any of the same are caused by the willful misconduct or gross negligence of Grantor or its employees, agents, tenants or invitees

Grantee shall at all times have the right to keep, at its sole cost and expense, the Right of Way Easement clear of all trees, shrubs, bushes, stumps, or other vegetation as will, in its reasonable judgement, interfere with the reasonable use of the Right of Way Easement for the purposes set forth herein.

Grantor shall not erect any buildings or structures which would prevent Grantee from using the Right of Way Easement for the purposes set forth herein.

Grantor further agrees that the foregoing perpetual non-exclusive Right of Way Easement shall at all times be appurtenant to the Grantee Property.

Failure to comply with the provisions of this Agreement shall be grounds for an action by the aggrieved party and such action may be maintained at the election of the aggrieved party against a non-complying party. Appropriate relief in any action brought to enforce this Agreement shall include, without limitation, damages, injunctive relief, specific performance, declaratory relief and the recovery of any damages, costs and reasonable attorney fees incurred by any party successfully enforcing this Agreement, as well as any and all other remedies available to the aggrieved party at law or in equity. This Agreement shall automatically terminate and shall be of no further force and effect upon the earlier occurrence of the following events: (i) the permanent removal of the gravel road; or (ii) the discontinued use of the Right of Way Easement for its stated purpose; or (iii) the discontinued use of the Right of Way Easement for ingress and egress to and from the Grantee Property.

The terms, covenants, conditions and provisions of this Agreement shall be governed by (and construed in accordance with) the internal laws of the State of North Carolina. This Agreement may be terminated, changed, modified or amended in whole or in part only by a written and recorded instrument executed by the then record fee simple owners of the Grantor Property and the Grantee Property.

In consideration of the Grantor granting this easement, the Grantee herein for itself, its heirs, successors and assigns agree to be bound by the provisions herein.

This Agreement may be executed under one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

[Signature pages follow]

TO HAVE AND TO HOLD the perpetual non-exclusive Right of Way Easement described above unto the undersigned, their heirs, successors and assigns for the uses and purposes contained herein.

GRANTOR:

AMERICHEM, INC, a Delaware corporation

By: [Signature]

Print Name: JAMES D. KINNEY

Its: SECRETARY

Date July 6, 2021

STATE OF OHIO

COUNTY OF Summit

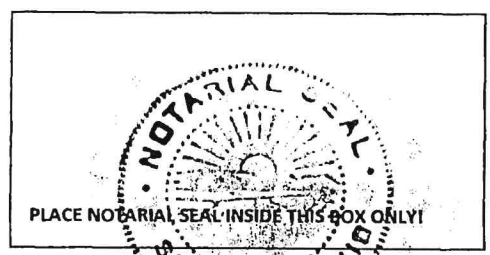
I, Denise Benedict, Notary Public, do hereby certify that [name] James Kinney, [title] Secretary of AMERICHEM, INC., a Delaware corporation, personally known to me, personally appeared before me this day and acknowledged his due execution of the foregoing RIGHT OF WAY EASEMENT AGREEMENT, pursuant to authority duly given by the Company Board of Directors, for all purposes therein expressed.

WITNESS my hand and Notarial Seal this the 6 day of July, 2021.

Denise Benedict

NOTARY PUBLIC

My Commission Expires 7/11/2023



GRANTEE:

WILDLANDS FARMS, LLC, a North Carolina limited liability company

By: [Signature]

Print Name: Shawn D. Wilkerson

Its: Manager

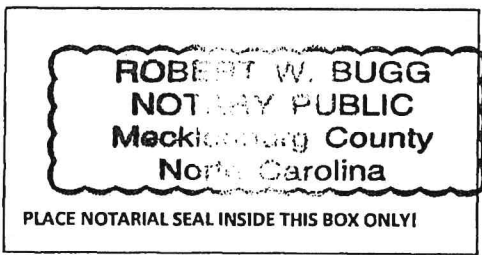
Date 7/12/2021

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Robert W. Bugg, Notary Public, do hereby certify that Shawn Wilkerson, Manager of WILDLANDS FARMS, LLC, a North Carolina limited liability company, personally known to me, personally appeared before me this day and acknowledged his due execution of the foregoing RIGHT OF WAY EASEMENT AGREEMENT, pursuant to his authority as Manager of the limited liability company, for all purposes therein expressed.

WITNESS my hand and Notarial Seal this the 12 day of July, 2021.



[Signature]

NOTARY PUBLIC

My Commission Expires 8-23-21

EXHIBIT A

Legal Description/Depiction of Right of Way Easement

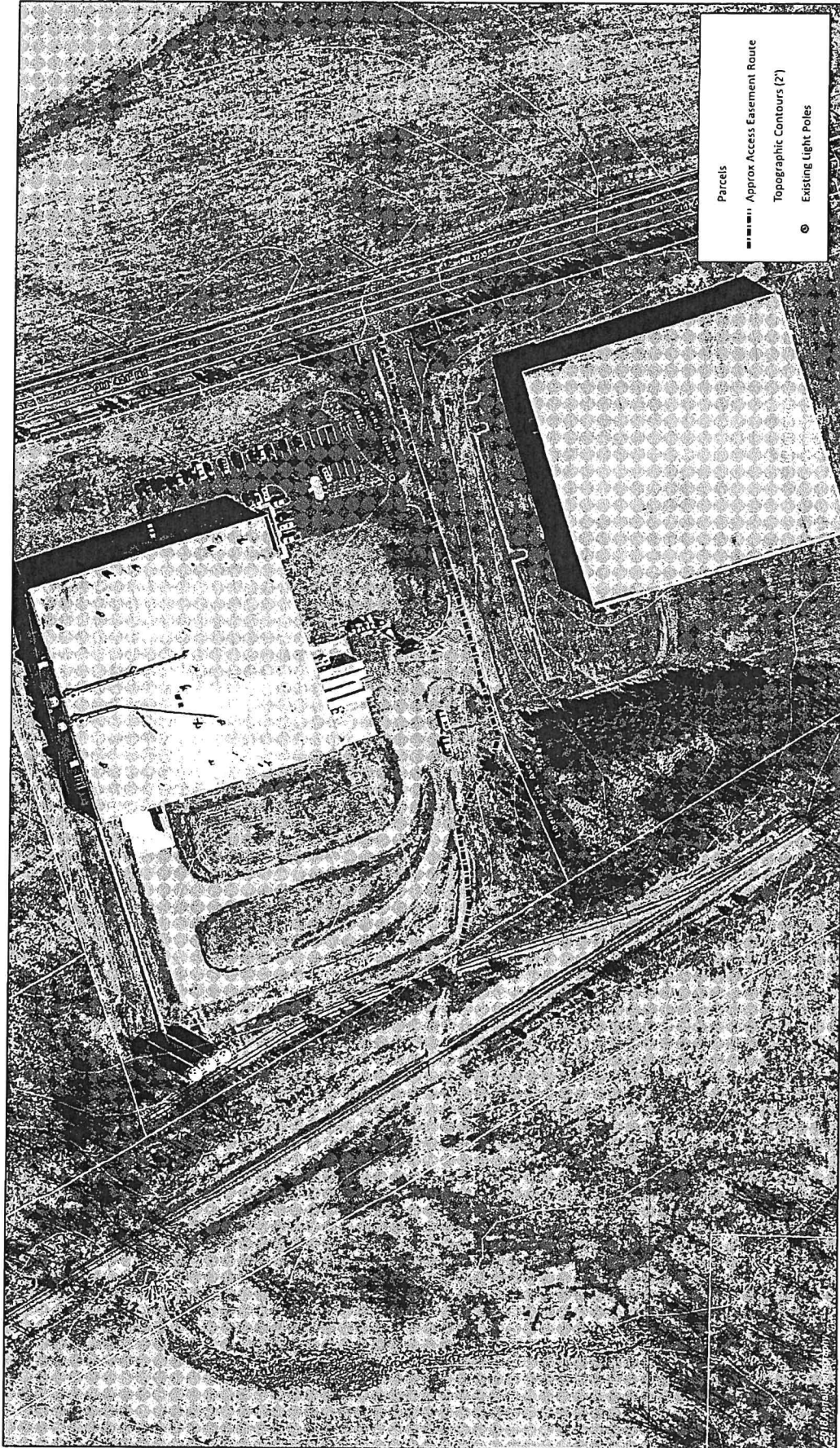


Exhibit B
Wildlands Access
Cape Fear River Basin 03030003
Randolph County, NC
5/24/2021 kmp/llt



WILDLANDS
ENGINEERING