



B0936 P0791 01-09-2014 12:09:54.002
Annie F. Wilson
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PROP

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

DEED OF EASEMENT

Parcel: 6874-25-1926 and a portion of 6864-95-3707

Revenue Stamps: \$0.00

THIS DEED OF EASEMENT ("Easement") is made and entered into this the 23rd day of December, 2013, by and between BLACK ROCK DEVELOPMENT CORPORATION, a North Carolina corporation, and WANDA H. BELL (collectively, "Black Rock") and BLACK ROCK DEVELOPMENT OWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation ("Association") of 118 Swan View Road, Merry Hill, NC 27957.

RECITALS:

A. Black Rock is the developer of a certain planned community in Bertie County, known as Black Rock Farm, and is the owner of a certain parcel of land designated as Bell Road, a private farm road shown on the plat in Plat Cabinet B, Page 617 of the Bertie County Public Registry, incorporated herein by reference.

B. The Association is the homeowners association for Black Rock Farm and manages and operates the Common Properties described in the Declaration of Covenants, Conditions, and Restrictions of Black Rock Farm recorded in Book 773, at Page 96 in the office of the Register of Deeds of Bertie County.

Prepared by Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403) Post Office Box 7068, Wilmington, NC 28406-7068

Please return to Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403) Post Office Box 7068, Wilmington, NC 28406-7068

Attention: Justin M. Lewis

No opinion on title is rendered by Ward and Smith, P.A., without a separate written opinion on title from Ward and Smith, P.A.



C. The Association is an organization created pursuant to the provisions and requirements of Chapter 55A of the North Carolina General Statutes whose members include the owners of lots in Black Rock Farm.

D. The Association and Black Rock previously entered into a Memorandum of Agreement dated November 13, 2012 (a true copy of which is attached as Exhibit B to this Deed of Easement) wherein the Association acknowledged that Bell Road would not be conveyed to the Association as part of the Common Properties of the Black Rock development, but that the Association was granted some limited rights to landscape the area on either side of Bell Road that bordered Black Rock development in exchange for obligations therein defined.

E. The Association has now requested that Black Rock grant and convey to the Association, its successor and assigns, and its members, a non-exclusive perpetual easement over, through, and across the paved portion of Bell Road for the purpose of vehicular and pedestrian access, ingress, egress, and regress, and Black Rock has agreed to convey said easement upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to Black Rock paid by the Association, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereto for themselves, their successors and assigns, hereby agree as follows:

1. Black Rock hereby grants unto the Association, its successors and assigns, and its members (Lot Owners in the Black Rock development), a non-exclusive, perpetual easement over, through, and across the paved portion of Bell Road more particularly described in Exhibit A attached hereto for the sole purposes of vehicular and pedestrian access, ingress, egress, and regress to and from Swan View Road, and Governor Eden House Road.

2. Black Rock and the Association agree to cooperate in good faith to maintain and repair the paved portion of Bell Road.

3. The Association shall not utilize the paved portion of Bell Road over which the easement is granted in any manner that will cause any damage to the irrigation lines running along Bell Road ("Irrigation Lines") and shall indemnify, defend, and hold Black Rock harmless from and against any and all expense associated with repairs to the Irrigation Lines arising out of, or due to any act of, the Association or any of its members. In the event Black Rock files an action against the Association to enforce this provision, then the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs in the enforcement action.

4. Black Rock and the Association ratify and affirm the terms of the Memorandum of Agreement between Black Rock and the Association attached hereto as Exhibit B and incorporated herein by reference. None of the terms and provisions in this Easement shall be

construed to terminate or otherwise modify the terms of the Memorandum of Agreement between Black Rock and the Association attached hereto as Exhibit B.

5. It is agreed that the rights and easements hereby granted are appurtenant to and shall run with the Black Rock development and subdivision for the use and benefit of the Association, its successors and assigns, and its members, and all successors entitled to use of the Black Rock development and subdivision.

TO HAVE AND TO HOLD the aforesaid perpetual non-exclusive easement and all privileges and appurtenances thereunto belonging to the Association, its successors and assigns, and members, over, through, and across the paved portion of Bell Road.

IN TESTIMONY WHEREOF, Black Rock and the Association have caused this Easement to be executed under seal and in such form as to be binding as of the day and year first above written.

[Signatures to Follow]

BLACK ROCK DEVELOPMENT
CORPORATION

(SEAL)

By: Wanda H. Bell (SEAL)
Its: President
Name: Wanda H. Bell

STATE OF NORTH CAROLINA

COUNTY OF Bertie

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Wanda H. Bell.

Date: 12/23/13

[Signature]
Signature of Notary Public

Hood Ellis

Notary's printed or typed name

My commission expires: 4/17/17

(Official Seal)

HOOD ELLIS
Notary Public
Chowan County, NC

Notary seal or stamp must appear within this box



Wanda H. Bell (SEAL)
Wanda H. Bell

STATE OF NORTH CAROLINA

COUNTY OF Bertie

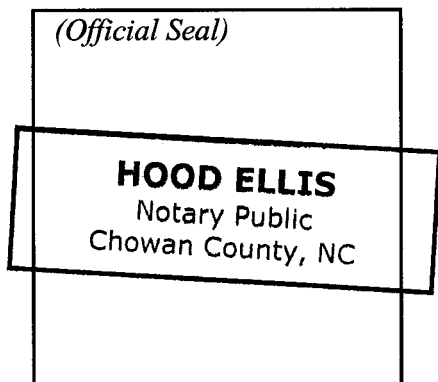
I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Wanda H. Bell.

Date: 12/23/13

[Signature]
Signature of Notary Public

Hood Ellis
Notary's printed or typed name

My commission expires: 4/17/17



Notary seal or stamp must appear within this box.

BLACK ROCK DEVELOPMENT OWNERS
ASSOCIATION, INC. (SEAL)

By: Ted M. Good (SEAL)
Its: PRESIDENT, BRDOAI
Name: TED M. GOOD

STATE OF NORTH CAROLINA

COUNTY OF Chowan

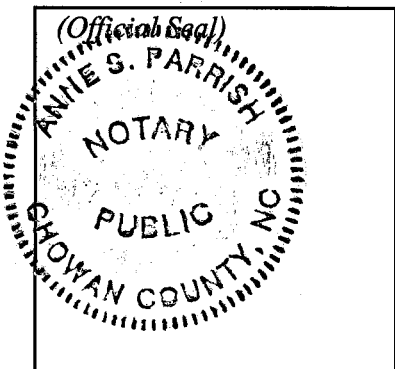
I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: President BRDOAI TED M GOOD

Date: 12/26/2013

Annie S. Parrish
Signature of Notary Public

ANNE S. PARRISH
Notary's printed or typed name

My commission expires: 11/29/2014



Notary seal or stamp must appear within this box.

ND: 4837-6542-1079, v. 2

Exhibit A

All that certain tract or parcel of land lying and being situate in Whites Township, Bertie County, North Carolina, and being more particularly described as follows:

Being all of the paved portion of that private sixty foot right of way depicted as "BELL ROAD" on the plat entitled "Survey for W. M. Bell (and wife) Wanda Bell" recorded in Plat Cabinet B, at Page 617 in the office of the Register of Deeds of Bertie County, reference to which is hereby made for a more particular description.

It is the express intention of Black Rock to grant an easement for access, ingress, egress and regress to the Association, its successors and assigns, and its members over the paved portion of Bell Road running in a northwesterly direction from the western right of way line of Gov. Eden House Road as depicted on the plat recorded in Plat Cabinet B, at Page 617 in the office of the Register of Deeds of Bertie County to a line extending north from the northwestern corner of Lot 11 as depicted on the plat recorded in Plat Cabinet B, at Page 617 in the office of the Register of Deeds of Bertie County.

Exhibit B

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 13 day of November, 2012, by and between Black Rock Development Corporation, a North Carolina Corporation and Wanda H. Bell, sole devisee and legatee of William M. Bell, hereinafter referred to as the "Declarant"; and Black Rock Development Owners Association, Inc., a North Carolina non-profit corporation, hereinafter referred to as "Association".

RECITALS:

1. Declarant is the developer of property subdivided for residential purposes under the name of "Black Rock".
2. Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions for Black Rock Farm as recorded in Book 773 at page 96 of the Bertie County Registry.
3. Declarant is the owner of the tract of land known as Bell Road, a private farm road shown in Plat Cabinet B, page 617 of the Bertie County Registry. This includes the easement running along each side. The tract contains underground electrical cables and provides irrigation pipes providing a water source from the Chowan River to the agricultural farm.
4. Declarant desires to exclude the Bell Road tract of land from other common areas that will be transferred, by Deed, to the Association. Declarant shall be responsible for taxes for the property remaining under her control.
5. The Association provides grounds and landscape maintenance for areas designated as part of the Black Rock Farm Development.

BASED UPON THE FOREGOING RECITALS, the parties agree as follows:

1. Declarant shall convey to the Association, via Deed, tracts 1, 2, 3, 4, & 5 noted on the Plat recorded in Plat Book 13 Page 741. This does not include Bell Road. The Association shall be responsible for the taxes for the transferred property.
2. Declarant shall be responsible for the maintenance of Bell Road.
3. Declarant grants the Association authority to maintain the landscape on either side of the portion of Bell Road that borders the Black Rock Subdivision as it deems most appropriate for the betterment of the Association.
4. The Association shall provide grounds and landscape maintenance of the easement area running parallel to the paved section of Bell Road, at no cost to the Declarant.



5. The Association shall comply with storm water guidelines ensuring proper water flow from the farm via the drainage ditch running parallel to Bell Road.

6. The Association will maintain the drainage areas along Bell Road in their current condition. No changes to the drainage ditches on either side of Bell Road will be made without prior written consent by the Declarant.

IN WITNESS WHEREOF, Black Rock Development Corporation has caused this instrument to be executed in its name by Wanda H. Bell, President and sole stockholder. Wanda H. Bell has hereunto set her hand, and Black Rock Development Owners Association, Inc. has caused this instrument to be executed in its name all as of the day and year first above written.

Black Rock Development Corporation

BY: Wanda H. Bell
Wanda H. Bell
President and sole Stockholder

BY: Wanda H. Bell
Wanda H. Bell, Individually

Black Rock Development Owners Association, Inc.

BY: Ted M. Good
Ted M. Good, Board Member, President

BY: Jerry C. Collis
Jerry C. Collis, Board Member, Vice-President

BY: Karen S. Sours
Karen S. Sours, Board Member, Secretary

BY: Michael P. Adams
Michael P. Adams, Board Member, Treasurer