

Doc ID: 006471230004 Type: AGREE
 Recorded: 03/27/2023 at 03:40:45 PM
 Fee Amt: \$26.00 Page 1 of 4
 Jackson County, NC
 Shandra Sims Register of Deeds
 BK **2353** PG **1080-1083**

THIS INSTRUMENT PREPARED BY:
APRIL L. SGRO, a licensed
 North Carolina Attorney.
 35 East Palmer Street
 Franklin, NC 28734

**NORTH CAROLINA
 JACKSON COUNTY**

DEED OF EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS DEED Made this the 7th day of March, 2023, by and between **MATTHEW ALLEN CAGLE and wife, CHERENE ELLEN CAGLE**, of 95 Vanastar Lane, Cullowhee, NC 28723, parties of the first part, and **MARKETPLACE PROPERTY SERVICES, LLC**, a North Carolina limited liability company, of 5309 Woodsdale Road, Raleigh, NC 27606-3341, party of the second part; whether one or more; the neuter gender shall be deemed to include the masculine and feminine and the singular number the plural, and vice versa;

WITNESSETH

WHEREAS Matthew Allen Cagle and Cherene Ellen Cagle are the owners of lands described in Deed Book 1700, Page 246, recorded in the Office of the Register of Deeds for Jackson County, North Carolina; and

WHEREAS Marketplace Property Services, LLC is the owner of those lands described in Deed Book 2353, Page 1070-1072, recorded in the Office of the Register of Deeds for Jackson County, North Carolina, and

WHEREAS a private existing access road begins at a point in the public road, S.R. 1157, Cullowhee Mountain Road, and continues in a southerly direction through portions of the lands of parties of the first part to a point in the northeastern boundary line of the lands of party of the

second part, as depicted on survey of lands of party of the second part ("L19 – L27") recorded at Plat Cabinet 25, Slide 981, Jackson County Registry, and as depicted on survey of lands of parties of the first part recorded at Plat Cabinet 12, Slide 388, Jackson County Registry; and

WHEREAS the parties hereto desire to establish a right of way over said access road, for purposes of ingress, egress and regress, from the lands of party of the second part to said public road, to establish responsibilities for maintenance and upkeep of said access road, and to grant easements and rights of way over said access road for purposes of ingress, egress and regress from lands of party of the second part to the public road; and

NOW, THEREFORE, the parties of the first part in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, and convey to party of the second part, its heirs, successors and assigns, a non-exclusive easement for a road right of way, forty-five (45) feet in width, over the private access road hereinabove described, for purposes of ingress, egress and regress, from lands of party of the second part, over the lands of parties of the first part, to the public road, S.R. 1157, Cullowhee Mountain Road.

The parties hereto, agree for themselves, their heirs, successors, and assigns, that each shall pay their proportionate share of the costs of maintenance and upkeep of said access road as the same presently exists.

This easement is conveyed contingent upon the following restriction:

1. No single-wide mobile homes shall be allowed on lands of party of the second part, except that tiny homes, modular homes, park model homes, and double-wide mobile homes shall be allowed.

*****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*****

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

Matthew Cagle (SEAL)
MATTHEW ALLEN CAGLE

Cherene Ellen Cagle (SEAL)
CHERENE ELLEN CAGLE

STATE OF CA
COUNTY OF Shasta

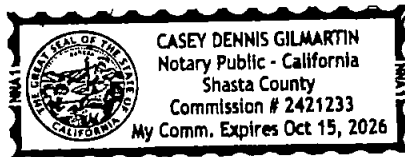
I, Casey Dennis Gilmartin, Notary Public of the aforesaid County and State hereby certify that **MATTHEW ALLEN CAGLE and wife, CHERENE ELLEN CAGLE** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial seal, this the 16th day of March, 2023.

(NOTARIAL SEAL)

Casey Dennis Gilmartin
Notary Public

My Commission Expires: 10/15/2026



IN TESTIMONY WHEREOF, the party of the second part has set his hand and seal, the day and year first above written.

MARKETPLACE PROPERTY SERVICES, LLC,

BY: *Edward K. Bell, Jr.* (SEAL)
Edward K. Bell, Jr.

STATE OF North Carolina
COUNTY OF Wake

I, *James R Wilson*, Notary Public of the aforesaid County and State hereby certify that **Edward K. Bell, Jr.** personally appeared before me this day and acknowledged that he is Manager of MARKETPLACE PROPERTY SERVICES, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial seal, this the 23 day of ~~March~~, 2023.

(NOTARIAL SEAL)

JAMES R WILSON
Notary Public
Wake Co., North Carolina
My Commission Expires Sept. 2, 2023

[Signature]
Notary Public
My Commission Expires: 9/2/2023