Reviewed and Submitted for Recording By:	The Airey Law Firm, Ltd. Co. 23 S. Broad St. Ste 207, Brevard, NC 28712
Brief Description:	Laurel Falls Road
Consideration:	$0 (None)
Parcels:	8576-83-0474-000, 8576-74-4245-000, 8576-46-6776-000

Joint Agreement for Reciprocal Access Easements
by and between the City of Brevard and Monte Vista, Inc.

No Title Examination Requested or Performed

The following agreement (the "Agreement") granting reciprocal access easements (individually an "Easement" and collectively the "Easements") is entered into upon mutual agreement and in consideration of the mutual promises contained herein between the **City of Brevard**, ("City of Brevard" or the "City") as owners of Bracken Preserve (the "Preserve") in Transylvania County, and **Monte Vista, Inc.**, as owners of Laurel Falls Road and the adjacent lands that fall between Laurel Falls Rd. and the City of Brevard's Bracken Preserve to the east and north as well as a number of properties adjacent to and/or accessed off of Laurel Falls Rd. The length of the agreement shall be thirty (30) years.

This Agreement is intended to provide the City of Brevard permanent access, subject to certain limitations and conditions described herein, to the Preserve from Laurel Falls Rd. so that City staff and their assignees, as well as City and County Emergency Services, are able to lawfully access the Preserve as needed for the limited purposes of trail construction and

maintenance and to provide necessary emergency services. This Agreement is further intended to provide Monte Vista, Inc. certain private access to the Preserve under the terms described below.

This access easement in favor of the City of Brevard would be limited to two (2) points along Laurel Falls Rd., as shown on **Attachments A and B** to this agreement, which are attached hereto and incorporated herein by reference, and as described below:

1. **Access Point #1:** That point along Laurel Falls Rd., at mile point 0.66, where the road descends into a saddle before starting a steep climb up the only paved portion of Laurel Falls Rd., where the to-be-developed Preserve expansion trails as drafted will come closest to the road, at the spot that represents the City's narrowest portion of ownership in their recently purchased expansion parcel. Access to the trail will be in the form of a 50' right of way extending from the Eastern edge of the road bed to the City's property line. The width of access being offered here is specifically for the purpose of allowing a parking/staging area for two to three (2-3) vehicles off of the Laurel Falls Rd. roadbed so as to avoid any need for parking on Laurel Falls Rd. See Attachment A.

2. **Access Point #2:** The point along Laurel Falls Rd. at mile point 1.21, where an improved but unnamed roadbed departs off the northern side of Laurel Falls Rd. The City will decommission, without unreasonable delay, the previously used but unapproved point of access off of said roadbed up the earthen bank. In place of this, the City is authorized to create an access corridor not to exceed twenty feet (20') in width, closer to where the roadbed departs Laurel Falls Rd., up the earthen bank on the north side of said roadbed. This access is intended to allow for permitted, limited vehicular traffic, per the terms of this Agreement, up to the City's established fire break corridor adjacent to the Preserve trail system. The new access corridor will more specifically fall 143 ft. (to the middle of the corridor) from the edge of Laurel Falls Rd. The new point of access will fall approximately 128 ft. to the southeast from the middle of the previous access point along the same earthen bank that will henceforth be decommissioned and no longer available to any parties for access into Bracken Preserve or the adjacent fire break. See **Attachment B**.

At each of the two access points described above, the City agrees to install a gate with appropriate signage noting "emergency access use only" (or a similar message as agreed upon between the parties). The gate should be of similar type and kind to the access gate already installed along the Preserve's Brushy Creek Trail. The gate at Access Point #1 shall be located approximately 12 ft. off of Laurel Falls Rd., at the property line and within the aforementioned

50 ft. right of way (see **Attachment A**). At Access Point #2, the City agrees to the installation of a gate at or near the point where the new access corridor intersects with the fire break. In addition, the City shall install two (2) reflective cables (or a similar type of deterrent), along with signage prohibiting access, at both well-worn entry points off of the Bracken Mountain Trail onto the fire break (see **Attachment B**). The intention of said cables, or similar obstruction offering a comparable level of deterrence, is to keep Preserve users from accidentally or intentionally entering the fire break area and possibly trespassing onto Monte Vista, Inc. property and/or any of the property owners' lands along Laurel Falls Rd.

The City, with prior approval from landowner Monte Vista, Inc., shall be authorized construct adequate corridors within the described access areas, as noted in **Attachments A and B**, to include a properly graded entry, the use of gravel or similar surface material to improve the roadbed within said corridors, improving the fire break area for staging purposes, etc. The gates at both access points shall remain closed at all times and preferably locked (but that decision will be left to the discretion of the City and County Services). No vehicles with access provided through this easement shall ever park on or alongside Laurel Falls Rd. causing it to be blocked, partially or in full. Should there be the need to stage vehicles, the City or its assignees must use the two to three (2-3) new parking spaces created at Access Point #1 (see **Attachment A**). At Access Point #2, the City shall use the access corridor and/or the fire break area for similar parking/staging needs.

In return for this limited access easement into the Preserve, the City shall and does hereby grant reciprocal access easement to Monte Vista, Inc, allowing for permanent bicycling and hiking access to the Preserve. Monte Vista, Inc. also reserves the right to extend and assign similarly restricted access via this easement to landowners along Laurel Falls Rd. via a separate agreement, provided that Monte Vista, Inc. provides notice to the City of any additional landowners along Laurel Falls Rd. who are granted such access. This access will be limited to two access points. The first access point will be through an adjacent hike/bike passage to be created adjacent to the City's gate at Access Point #1. The cost of said passage will be the responsibility of Monte Vista, Inc. The second access point will be located in close proximity to Access Point #2 via a newly constructed trail to the northwest of the decommissioned area of prior use, in close proximity to where the northern end of the fire break intersects with the Preserve trail system. Specifically, this trail will be located approximately 30ft. from the northwestern intersection of the fire break and the Preserve trail system. The intention of this additional trail is to provide a clear ingress/egress point for Monte Vista Inc.'s permitted users while also being designed in a way as to remove any confusion for other Preserve users so as to ensure there is no trail user confusion. The intention at both access points is for hike/bike users to be placed more directly onto the Preserve trail system and not onto any of the Preserve's fire

breaks as these lands were unintended for recreational use and could likely cause additional and unnecessary user confusion.

At no point shall these two access points on or near Laurel Falls Rd. be communicated, directly or implied through description on maps, websites, social media, etc. as public access points for general use of the Preserve trail system. Appropriate signage as described herein shall be maintained and clearly visible at both access points at all times so as to avoid any mistaken public access.

Users of the private access points are subject to the same hours of operation, trail rules, and other limitations on use of the preserve as the general public.

In agreeing to this access easement, the City acknowledges that their use may result in unintentional damage to the roadbed under periods of heavy use. Should specific road damage arise out of the City's use, the City agrees to fund the necessary repairs to the road in order to bring it back, at a minimum, to its prior condition.

In agreeing to this access easement, Monte Vista, Inc. and any permitted Preserve users off of Laurel Falls Rd. assume no responsibility of any kind towards the maintenance needed to the Preserve property and its trail system or any liabilities related to the Preserve trail system generally.

Each of the undersigned parties agree that they are the owners of the respective properties and areas described herein and have full power, without the joinder of other parties, to grant the Easements described herein.

The Easements described herein shall run with the land for the benefit and burden of the respective undersigned parties, and their successors and assigns for a period of thirty (30) years .

To have and to hold unto each party named herein the Easements described herein and all privileges associated with such Easements, subject however, to the obligations and reciprocal Easement(s) described herein.

We set forth our hand and seal below in accordance and agreement with the foregoing.

Monte Vista, Inc.

_____(SEAL)
By: _____
Its: _____

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, _____, a Notary Public of said State and County, do hereby certify that _____ , as duly authorized _____ for Monte Vista, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2023.

_____ (Signature)
Notary Public

My Commission Expires: _____

City of Brevard

_____ (SEAL)
By: Wilson Hooper
Its: City Manager

Attest:

_____
Denise Hodsdon
City Clerk

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA,

I, _____, a Notary Public of said State and County, do hereby certify that DENISE HODSDON, personally appeared before me this day and acknowledged that she is City Clerk for the CITY OF BREVARD, a North Carolina Municipal corporation, and that by authority duly given and as the act of this corporation, the foregoing instrument as signed in its name by its Manager, sealed with its corporate seal, and attested by her as its Clerk.

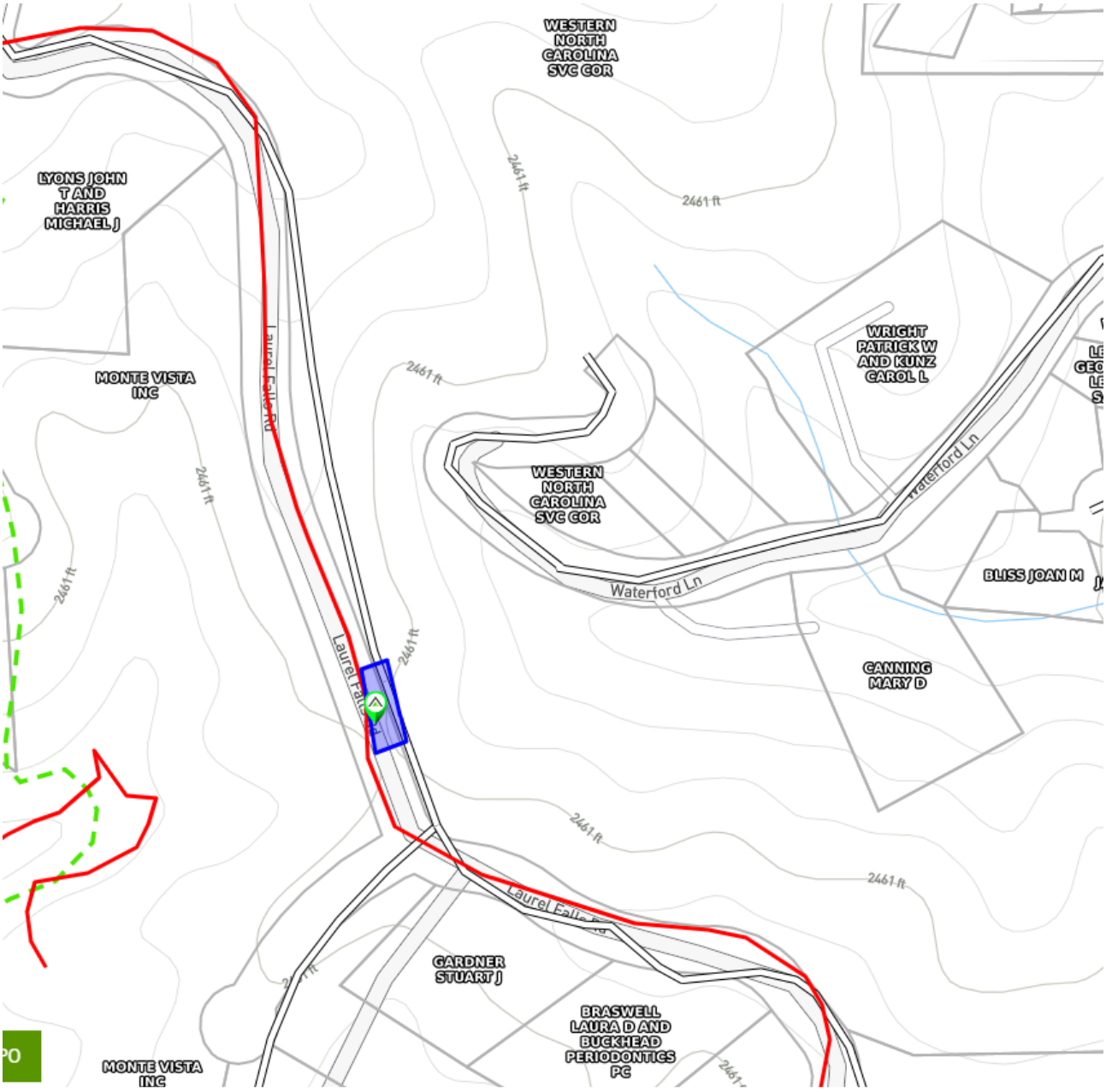
WITNESS my hand and Notarial Seal, this the _____ day of _____, 2023.

_____ (Signature)
Notary Public

My Commission Expires: _____

Attachment A

***Blue Outlined area approx. area of 50 ft. easement at Access Point 1 at mile 0.66 on Laurel Falls Rd.**



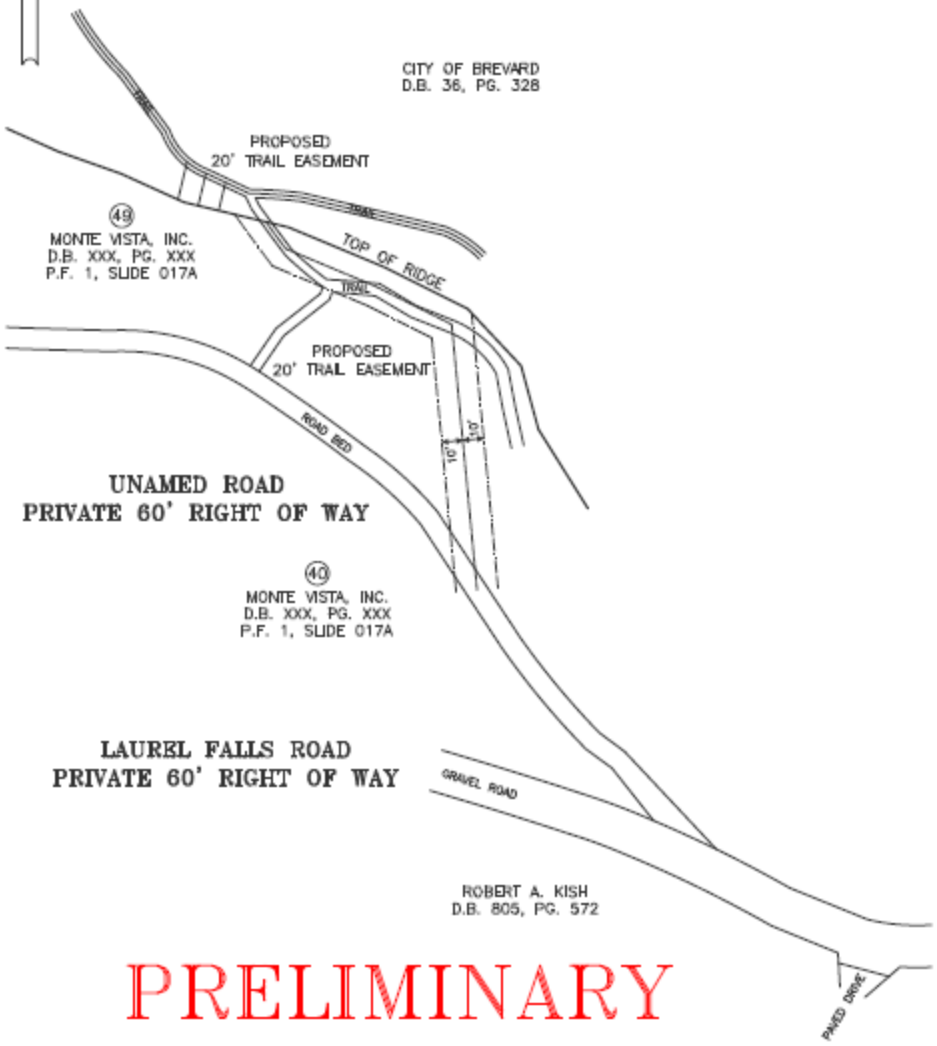
Attachment B

PLAT OF SURVEY
FOR
THE SONS, LLC

PROPOSED TRAIL EASEMENT
SERVING DEED BOOK 36, PAGE 328
BREVARD TOWNSHIP
TRANSYLVANIA COUNTY
NORTH CAROLINA
SCALE: 1" = 60'
FEBRUARY XXXX, 2023

NOTES:
1– AREAS BY COORDINATE COMPUTATION.
2– ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
3– 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.

GRID NORTH
N.A.D. 83/2011



PRELIMINARY

LEGEND
⊕ MONUMENT FOUND AS NOTED
○ MONUMENT SET AS NOTED
@ POINT NOT STAKED
P–PED – PHONE PEDESTAL
UP – UTILITY POLE
PHP – PHONE POLE
TRANS – TRANSFORMER
TV–PED – CABLE TV PEDESTAL
WM – WATER METER
WV – WATER VALVE

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SURVEYORS, P.A.
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DRAWN BY: DHH
CHECKED BY : DHH
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DRAWING: 20222570TRLEASE