

For Registration Register of Deeds

William Britton

Moore County, NC

Electronically Recorded

April 15, 2025 1:19:35 PM

Book: 6328 Page: 76 - 81 #Pages: 6

Fee: \$26.00 NC Rev Stamp: \$0.00

Instrument# 2025004875

This document prepared by:

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Southern Pines, NC 28387

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**STATE OF NORTH CAROLINA
COUNTY OF MOORE**

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made this 15th day of April, 2025, by and between MARY LEANN POPE, Personal Representative of the Estate of MARY MCLAUGHLIN POPE; MARY LEANN POPE, unmarried; and CHARLES R. POPE, JR., unmarried ("Grantor") and CR POPE LLC, a North Carolina limited liability company ("Grantee") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property situated in Little River Township, Moore County, North Carolina and identified as a portion of the 703.7 acres as shown on a map entitled "Property of Mrs. Allie Buchanan McLaughlin, Little River Township, Moore County, N.C.", dated December 2, 1975 and recorded in Plat Cabinet 4, Slide 244, Moore County Register of Deeds; and

WHEREAS, Grantee is the owner of certain real property situated in Little River Township, Moore County, North Carolina and identified as a parcel of 177.8 acres, more or less, as more particularly described in Book 6038, Page 54, Moore County Register of Deeds; and

WHEREAS, the Parties desire to formalize Grantee's right to access and use the easement area, which is identified and shown as a "60' Wide Private Access and Public

Submitted electronically by "Lorenz & Creed Law Firm PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

Utilities Easement” on that certain plat recorded in Plat Cabinet 20, Slide 80, in the Moore County Registry (“Easement Area”) for ingress, egress, and the installation and maintenance of public utilities over, across, and under the Easement Area from Lobelia Road (NC Hwy 690) to Grantee’s property, as more specifically set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, but subject, however, to the terms and conditions set forth herein, Grantor does hereby grant, bargain, sell, transfer and convey to Grantee and their heirs, successors and/or assigns, the following easement rights:

1. Access Easement. Grantor hereby grants to Grantee a perpetual, appurtenant, non-exclusive, access easement on, over and across that certain portion of Grantee’s property known as Fortis Farm Road and described as a “60’ Wide Private Access and Public Utilities Easement” on that certain plat recorded in Plat Cabinet 20, Slide 80, in the Moore County Registry, for the purpose of providing pedestrian and vehicular ingress, egress, regress and access to and from Grantee’s property to and from Lobelia Road (NC Hwy 690) (the “Access Easement”).
2. Utility Easement. Grantor hereby grants to Grantee a perpetual, appurtenant, non-exclusive, utility easement on, over, under and across that certain portion of Grantee’s property known as Fortis Farm Road and described as a “60’ Wide Private Access and Public Utilities Easement” on that certain plat recorded in Plat Cabinet 20, Slide 80, in the Moore County Registry, for the purpose of constructing, installing, operating, using, maintaining, repairing, replacing, relocating, and removing lines, equipment and facilities for the delivery of water, telephone, cable television, gas, sanitary sewer, electricity, storm water drainage, and all other utility services to Grantee’s property (the “Utility Easement”).
3. Maintenance. Grantee shall maintain the Access Easement in accordance with the Declaration of Covenants, Conditions, Easements and Restrictions for Fortis Farm Subdivision as described in Book 6179, Page 460, in the Moore County Registry.
4. Indemnification. Grantee shall indemnify, defend and save harmless Grantor from and against any and all losses, damages, harm, claims, demands, actions, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses of litigation) in connection with any actual or alleged loss of life, personal injury or liens on or damage to property, or any of them, arising out of the Grantee’s use of the rights, privileges and easements granted herein, except to the extent, if any, that any such loss, damage, harm, claim, demand, action, liability, cost or expense is or was the result of an indemnified party’s own negligence or willful misconduct.
5. Governing Law. This Easement shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina.

6. Binding Effect. This Easement and the easements, reservations, privileges, restrictions and covenants granted, established and created in and by this Easement shall run with the land and will be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and assigns, and all successors-in-title to the Party's property, or any portions thereof.
7. Severability. If any provision of this Easement, in whole or in part, is held to be illegal, invalid or unenforceable, such provision shall be fully severable; this Easement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Easement; and the remaining provisions of this Easement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Easement.

TO HAVE AND TO HOLD the Easement and all privileges and appurtenances thereunto belonging to Grantor and Grantee and their successors and assigns forever, and each Grantor does covenant that it is seized of its land in fee and has the right to convey the Easement, that the Easement is free from encumbrances except easements, restrictions, rights of way and other matters of record, and that it will warrant and defend its title to the Easement against claims of all persons or entities whomsoever except as to those exceptions stated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES AND NOTARY ACKNOWLEDGMENTS TO FOLLOW]

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal the day and year first above written.

 (SEAL)
**MARY LEANN POPE, Personal Representative of the
 Estate of Mary McLaughlin Pope**

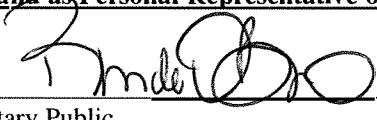
 (SEAL)
MARY LEANN POPE

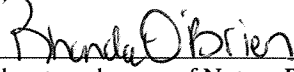
STATE OF NORTH CAROLINA
 COUNTY OF MOORE

I certify that the following person(s) personally appeared before me this day and (X) I have personal knowledge of the identity of the principal(s); (____) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license:

Name of Principal(s): **Mary Leann Pope, individually and as Personal Representative of the Estate of Mary McLaughlin Pope.**

Date: 4/11/2025


 Notary Public

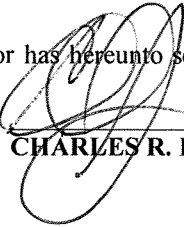

 Printed or typed name of Notary Public

My commission expires: 6/7/2027

[SEAL]

Rhonda O'Brien
 NOTARY PUBLIC
 Stanly County
 North Carolina
 My Commission Expires June 7, 2027

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal the day and year first above written.

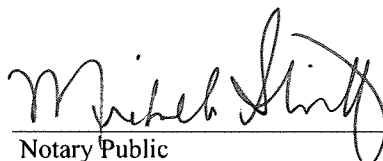

 _____ (SEAL)
CHARLES R. POPE, JR.

STATE OF NORTH CAROLINA
 COUNTY OF MOORE

I certify that the following person(s) personally appeared before me this day and (X) I have personal knowledge of the identity of the principal(s); () I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license:

Name of Principal(s): **Charles R. Pope, Jr.**

Date: April 15, 2025

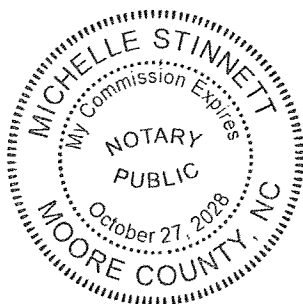


 Notary Public

Michelle Skinnett
 Printed or typed name of Notary Public

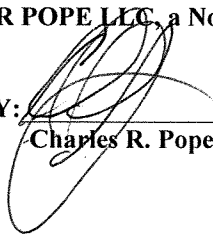
My commission expires: 10/27/28

[SEAL]



IN WITNESS WHEREOF, the said Grantee has hereunto set their hand and seal the day and year first above written.

CR POPE LLC, a North Carolina Limited Liability Company

BY:  (SEAL)
Charles R. Pope, Jr., Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I certify that the following person(s) personally appeared before me this day and (☒) I have personal knowledge of the identity of the principal(s); (☐) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license; (☐) a credible witness has sworn to the identity of the principal(s); the principal(s) acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name of Principal(s) **Charles R. Pope, Jr., Member-Manager of CR POPE LLC, a North Carolina Limited Liability Company.**

Date: April 15, 2025


Notary Public

Michelle Stinnett
Printed or typed name of Notary Public

My commission expires: 10/27/28

[SEAL]

