

Exhibit 2

Prepared by and return to:

Van Winkle Law Firm (Brian Gulden), P.O. Box 7376, Asheville, NC 28801

STATE OF NORTH CAROLINA)

STREAMBANK EASEMENT ENCROACHMENT AGREEMENT

COUNTY OF HENDERSON)

This Streambank Easement Encroachment Agreement made this 21st day of March, 2024, by **City of Hendersonville, a body politic and corporation** (hereinafter "Grantor") and **Lakewood Hendersonville, LLC** (hereinafter "Grantee").

STATEMENT OF FACTS

WHEREAS, Grantee is the owner of that real property identified as "Subject Parcel 2" and "Subject Parcel 3" on that plat recorded in Plat Slide 15475 at Book 2024, Page 15475 of the Henderson County Registry, (collectively hereinafter "Grantee's Property"); and

WHEREAS, Grantor is the beneficiary of a Streambank Maintenance Easement on Grantee's Property by virtue of that North Carolina Deed of Easement recorded in Book 3268, Page 121, Henderson County Registry, the location of the Streambank Maintenance Easement being shown on that plat recorded in Plat Book 2018 at page 11458 of the Henderson County Registry (collectively the "Streambank Maintenance Easement"); and

WHEREAS, the Streambank Maintenance Easement prohibits the owner of Grantee's Property from installing any structures or any new impervious surfaces upon, and also prohibits any filling or excavation within, the Streambank Maintenance Easement, ("Stream Buffer Restrictions").

WHEREAS, Grantee has requested and Grantor has agreed to allow Grantee to encroach into the Streambank Maintenance Easement for the purpose of installing, constructing, operating, maintaining, repairing or replacing support footers and support wall, a vehicular bridge and access roadway, along with the installation of water supply lines, sanitary sewer

and pedestrian only footbridge (the “Encroachment”) in the areas as shown on Plat Slide 15475, Henderson County Registry as “Easement Reserved for Future Connection to Greenway- 1,978 sf”, “Portion of Stream Bank Maintenance Easement Temporarily Impacted – 4,628 sf” and “Portion of Stream Bank Maintenance Easement to be Impacted – 16,607 sf”(collectively hereinafter the “Encroachment Area”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and Grantor have agreed that the Encroachment is allowed under the terms and conditions set forth herein.

1. Grantor does hereby grant and convey to Grantee, its heirs, successors and assigns as owners of the Grantee’s Property, a non-exclusive, perpetual easement to encroach into Encroachment Area for the purpose of the Encroachment, and for no other purpose, notwithstanding the Stream Buffer Restrictions. Prior to beginning any work within the Encroachment Area, Grantee shall be required to file with Grantor, plans and specifications detailing the work proposed within the Encroachment Area, for Grantee’s approval, which shall not be unreasonably withheld provided the proposed work is a permitted Encroachment, and provided the plans and specifications also demonstrate that the Streambank Maintenance Easement will be restored in compliance with the requirements of paragraph 5, below.

2. Grantee shall not erect any other improvements, nor fill nor excavate, nor conduct any other activities within the Encroachment Area except as specifically stated herein and shall use the Encroachment Area only to the extent expressly provided by this Agreement..

3. With respect to the portion of the Encroachment Area labeled as “Easement Reserved for Future Connection to Greenway- 1,978 sf” and shown on Plat Slide 15475 (“Footbridge Easement Area”), it is understood and agreed that the purpose of the Footbridge Easement Area is for the installation, maintenance, repair, and use of a footbridge for the benefit of all of Grantee’s Property to provide access from Grantee’s Property to a greenway that the Grantor intends to construct on Grantor’s property, identified as “Subject Parcel 1” on that plat recorded in Plat Slide 15475 of the Henderson County Registry, (hereinafter “Grantor’s Property”). Grantor hereby agrees to pave a path to said Footbridge Easement Area as part of the greenway construction project if the footbridge is constructed by Grantee prior to the completion of the greenway on Grantor’s Property. If the construction of the greenway is completed on Grantor’s Property prior to the installation of the footbridge, then Grantee shall be permitted to pave a pathway on Grantor’s Property connecting the footbridge constructed within the Footbridge Easement Area to the greenway constructed by the Grantor, provided Grantee complies with the requirements of paragraph 1, above, and paragraph 5, below. It is understood that Grantee’s construction of a greenway on Grantor’s Property is for the purpose of providing a greenway, accessible by the general public, during the operating hours for the greenway, as determined in the sole and absolute discretion of Grantor, and at no other time. Therefore, nothing herein shall be deemed to permit access to Grantor’s Property by

Grantee, or any person residing on Grantee's Property, when Grantor's Property is not open for access by the general public.

4. Grantee shall be solely responsible for maintenance, repair or replacement of the Encroachment on the Encroachment Area.

5. Grantee shall be solely responsible for restoring the Encroachment Area impacted by the installation, construction, maintenance or repair of the Encroachment to its pre-Encroachment condition. For the avoidance of doubt, upon the completion of any work within the Streambank Maintenance Easement by or on behalf of Grantee, Grantee shall restore the Streambank Maintenance Easement using the means and methods, and to the condition described in and shown on the following, all of which are on file with the Grantor: (1) those construction plans entitled Multi-Area Streambank Restoration Project, SFR Project No. CS370444-10, dated 10.04.2018, bearing job number 004-20252, consisting of 7 pages, a reduced copy of which is attached hereto as Exhibit A (said construction plans being expressly incorporated herein by reference); (2) those construction specifications prepared by Wildlands Engineering consisting of 44 pages, attached hereto as Exhibit B (said construction specifications being expressly incorporated herein by reference), and (3) the as-built plans prepared by Kee Mapping & Surveying, entitled "AN AS-BUILT SURVEY FOR: WILDLANDS ENGINEERING, INC., ALLEN BRANCH A LAKEWOOD ROAD SITE (SITE Q2C-19 AC)(SRF PROJECT # CS370444-10) HENDERSON COUNTY, NORTH CAROLINA," bearing a survey date of 6/9/22 and a job # 2006-040-AB, consisting of 11 pages, a reduced copy of which are attached hereto as Exhibit C (said as built survey being expressly incorporated herein by reference).

6. Grantee shall indemnify and hold harmless the Grantor, Grantor's elected officials, employees, agents, successor and assigns, from any and all claims whatsoever, resulting in any manner, from any work performed by or on behalf of Grantee within the Streambank Maintenance Easement. In the event Grantee fails to restore the Streambank Maintenance Easement in compliance with the requirements contained in paragraph 5, Grantor shall have the right, but not the obligation, to restore the Streambank Maintenance Easement as required by paragraph 5, and Grantee shall reimburse all of Grantor's costs and expenses whatsoever associated with Grantor's restoration. Grantee herewith grants an easement to Grantor across Grantee's Property for the purpose of exercising all of Grantor's rights under this paragraph 6.

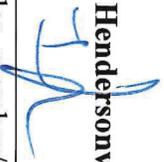
7. This agreement shall be appurtenant to and run with the land, including both Grantee's Property and Grantor's Property, and shall be binding upon all successors in interest to either party.

[Signature Pages Follow]

SIGNATURE PAGE TO ENCROACHMENT AGREEMENT

Signed and sealed as of the date first written above.

Lakewood Hendersonville, LLC

By:  (SEAL)
Travis Fowler, member/manager

STATE OF NC
COUNTY OF Transylvania

I, a Notary Public of the County and State aforesaid, do hereby certify that Travis Fowler as member/manager of Lakewood Hendersonville, LLC did personally appear before me this day and acknowledged the due execution of the foregoing instrument in the capacity indicated above.

Witness my hand and official seal this the 20 day of March, 2024


Notary Public
My Commission Expires:



(NOTARY SEAL)

SIGNATURE PAGE TO ENCROACHMENT AGREEMENT

Signed and sealed as of the date first written above.

CITY OF HENDERSONVILLE

By: _____ (SEAL)

Print Name:

Print Title:

STATE OF _____
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, do hereby certify that _____ did personally appear before me this day and acknowledged the due execution of the foregoing instrument in the capacity indicated above.

Witness my hand and official seal this the ____ day of _____, 2023.

Notary Public
My Commission Expires:

(NOTARY SEAL)