

Prepared by/Return to:

Danielle W. Varno, Mann, McGibney & Jordan, PLLC, 7751 Brier Creek Parkway, Suite 103, Raleigh, NC 27617

NORTH CAROLINA

**DECLARATION OF JOINT ACCESS, SHARED DRIVEWAY EASEMENT
AND MAINTENANCE AGREEMENT**

FRANKLIN COUNTY

This Declaration of JOINT ACCESS, SHARED DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT (hereinafter the "AGREEMENT"), made this the 8th day of April, 2026, by Family Building Company II, LLC a North Carolina Limited Liability Company (hereinafter, "the DECLARANT"), their heirs, successors, and assigns.

WITNESSETH

WHEREAS the DECLARANT owns both Lot 3 and Lot 4 of DUKE VALENTINE, Final Plat for Capital Land, as shown on Map Book 2025, Page 244 in the Office of the Franklin County Registry, which plat is incorporated herein for a more particular description. Said Plat is attached to the agreement as "Exhibit A."

WHEREAS the DECLARANT, their heirs, successors, or assigns, intends to create a concrete drive across the Southern portion of Lot 3 and extending into the Northern portion of Lot 4.

WHEREAS the DECLARANT contemplates the sale of Lots 3 and 4, above described.

WHEREAS the DECLARANT, their heirs, successors, or assigns, intend to establish an access and Shared Driveway easement for the benefits of Lot 3 and Lot 4 and create a maintenance agreement for the proposed Concrete Drive in the Shared Driveway Easement area as shown on the Plat above described.

WHEREAS the location and physical scope of that easement and the location of the concrete drive is shown on Map Book 2025, Page 244 in the Office of the Franklin County Registry (hereinafter the "EASEMENT").

NOW, THEREFORE in consideration of the premises, payments, and of the mutual rights and advantages set out herein, the DECLARANT hereby declares as follows:

1. There shall be a private, shared driveway and shared Driveway easement described as "Shared Driveway Easement" on affixed Exhibit A.
2. No building, structure or any part thereof shall be permitted within the EASEMENT
3. The DECLARANT further declares an easement over and across the EASEMENT to all police, fire protection, ambulance and similar persons in the performance of their duties. The costs of all damages and liability incurred due to use of the drive by such public protection entities shall be borne by the party who requested or caused such service protection entities to enter onto the paved drive for his, her or its benefit, and if such use was not requested, facilitated nor caused by either party, then the damages and liability caused by such service protection entities shall be borne equally by the parties.
4. The owners of Lot 3 and the owners of Lot 4, as described herein, shall be equally responsible to maintain the shared concrete drive (within the Shared Driveway Easement) to the same standards as originally constructed.
5. The Declaration shall run with the land and terminate only upon the written agreement of the record owners of Lot 3 and the record owners of Lot 4, as described herein, once said agreement has been recorded in the Office of the Register of Deeds of Franklin County.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand, by its duly authorized officer, the day and year first above written.

Family Building Company II, LLC, a North Carolina Limited Liability Company

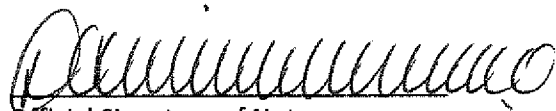
By: 
Matthew Szaletcki, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF Wake

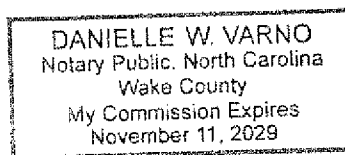
I, Danielle W. Varno, a Notary Public, certify that Matthew Szaletcki personally came before me this day and acknowledged that he is the Managing Member of Family Building Company II, LLC, a North Carolina Limited Liability Company, and that he, as Signer, being authorized to do so, executed the foregoing on behalf of the Limited Liability Company.

Witness my hand and official seal this 8th day of April, 2026.

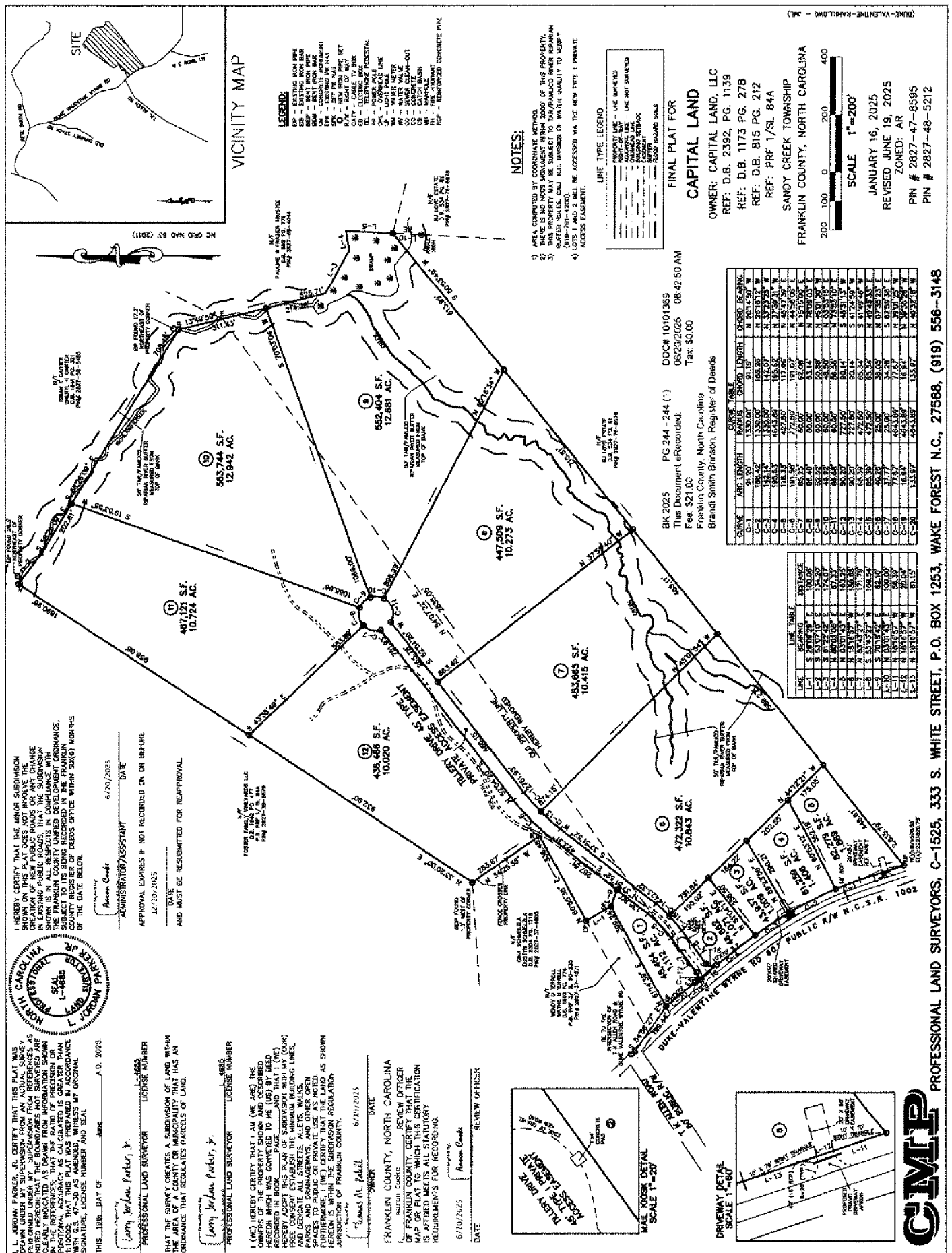


Official Signature of Notary

Printed or typed name of Notary



My Commission Expires: 11/11/2029



"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."