

FILED Mar 21, 2025 FILED ELECTRONICALLY
AT 02:13:00 PM VANCE COUNTY NC
BOOK 01458 CASSANDRA D. NEAL
START PAGE 0984 END PAGE 0987
INSTRUMENT # 00923
RECORDING \$26.00
EXCISE TAX \$0.00
KHC

Prepared by: Justin Taylor, Attorney at Law, PLLC
Mail to: GRANTEE
No Title Examination or Tax Advice Given

STATE OF NORTH CAROLINA
COUNTY OF VANCE
ACCESS AND
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of March, 2025 by and between **DREAAM PROPERTIES GROUP, LLC** (hereinafter “GRANTOR”), and **PEDRO ALFREDO MONTER MARTINEZ** and **SANDRA YOLANDA VENTURA MORALES** (hereinafter “GRANTEES”) (GRANTOR and GRANTEES collectively hereinafter known as the “PARTIES”).

WITNESSETH:

WHEREAS, GRANTOR is the owner of the following properties (collectively hereinafter the “GRANTOR LOTS”):

- BEING ALL OF LOTS 1, 2, 3, 4, AND 5, DREAAM SUBDIVISION 1, AS SHOW ON A PLAT RECORDED IN PLAT BOOK Z, PAGE 882, VANCE COUNTY REGISTRY.
- BEING ALL OF LOTS 2A, 2B, AND 2D, DREAAM SUBDIVISION 2, AS SHOW ON A PLAT RECORDED IN PLAT BOOK Z, PAGE 881, VANCE COUNTY REGISTRY; and,

WHEREAS, GRANTEES are the owners of the following property (hereinafter the “GRANTEE LOT”):

- BEING ALL OF LOT 2C, DREAAM SUBDIVISION 2, AS SHOW ON A PLAT RECORDED IN PLAT BOOK Z, PAGE 881, VANCE COUNTY REGISTRY; and,

WHEREAS, the PARTIES access the GRANTEE LOT and the GRANTOR LOTS via a private road named GRACE WAY LANE, said private road being labeled as “New Access Easement” on plats recorded in Plat Book Z, Pages 881 and 882, Vance County Registry (hereinafter the “PRIVATE ROAD”); and,

WHEREAS, the PARTIES do not currently have a written agreement for maintenance and access for the PRIVATE ROAD; and,

WHEREAS, the PARTIES agree that it would be in their best interest to establish an agreement for maintenance, ingress, egress and regress for the PRIVATE ROAD.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged by the PARTIES, it is agreed as follows:

1. The PARTIES hereby grant unto each other a mutual non-exclusive easement in perpetuity for the purposes of ingress, egress and regress over the PRIVATE ROAD for access to the GRANTEE LOT and the GRANTOR LOTS.
2. The PARTIES agree that no barriers or obstructions will be placed on any part of the GRANTEE LOT and the GRANTOR LOTS which would impede or in any way obstruct the free flow of traffic over the PRIVATE ROAD to access the GRANTEE LOT and the GRANTOR LOTS.
3. The GRANTOR agrees to be solely responsible for maintenance, repairs, and improvements needed on the PRIVATE ROAD and easement area until December 31st, 2025. On January 1st, 2026 maintenance will be shared between the PARTIES per their respective ownership shares in the subdivision.

EXAMPLE FOR EXPLANATION PURPOSES ONLY: At the time of signing this AGREEMENT there are nine lots in the subdivision with the GRANTEES owning one lot and the GRANTOR owning eight lots. Therefore, if ownership stays the same then starting January 1st, 2026 the GRANTEES will be responsible for 1/9th of the maintenance, repairs, and improvements needed on the PRIVATE ROAD and easement area thereafter (GRANTOR being responsible for the remaining 8/9th).

4. Upon the transfer of ownership in the GRANTEE LOT and/or the GRANTOR LOTS, or any portion of said lots, the subsequent owners shall be responsible for maintenance, repairs, and improvements needed on the PRIVATE ROAD and easement area per their respective ownership shares in the subdivision as outlined in paragraph 3 above.
5. The PARTIES agree that any modification to this agreement shall require the express written consent of both the GRANTOR and GRANTEES.
6. This agreement and easement shall run with the land and is appurtenant to the above described GRANTEE LOT and the GRANTOR LOTS and shall be binding on the PARTIES hereto and their heirs, successors, and assigns.

TO HAVE AND TO HOLD, the rights and easements hereby granted to the respective parties and their successors entitled forever; it being agreed that the rights and easements hereby granted are for the common use of, appurtenant to and run with the parcels of land referred to above.

IN WITNESS THEREOF, the parties have hereunto set their hand and seal the day and year first written above.

GRANTEES:

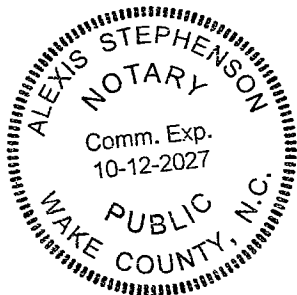
Pedro Monter (SEAL)
PEDRO ALFREDO MONTER MARTINEZ

Sandra Ventura (SEAL)
SANDRA YOLANDA VENTURA MORALES

STATE: NC

COUNTY Wake

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that **PEDRO ALFREDO MONTER MARTINEZ** and **SANDRA YOLANDA VENTURA MORALES** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal, this the 21 day of March, 2022. ~~5~~



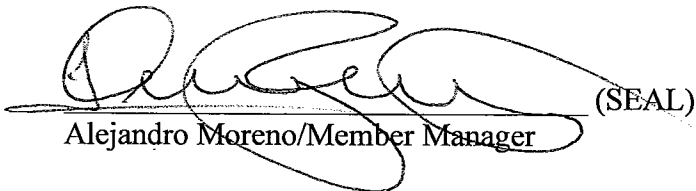
Alexis Stephenson

My Commission expires: 10/12/27

IN WITNESS THEREOF, the parties have hereunto set their hand and seal the day and year first written above.

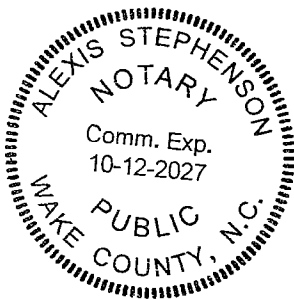
GRANTOR:

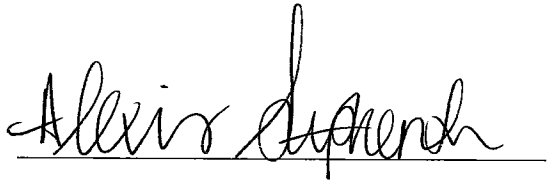
DREAAM PROPERTIES GROUP, LLC

 (SEAL)
Alejandro Moreno/Member Manager

STATE NC
COUNTY Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that **ALEJANDRO MORENO** personally appeared before me this day and acknowledged that he is the **MEMBER MANAGER** of **DREAAM PROPERTIES GROUP, LLC**, a **NORTH CAROLINA** limited liability company, and that by authority granted to him he signed the foregoing instrument in his official capacity. Witness my hand and Notarial stamp or seal. Witness my hand and notarial seal, this the 21 day of March, 2025





My Commission expires: 10/12/27