

Type: CONSOLIDATED REAL PROPERTY
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Fee Amt: \$26.00 Page 1 of 4
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1621 PG 229 - 23

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Prepared by : Roper & Taylor, P.A. Attorneys at Law
Mail to: Roper & Taylor 5660 Six forks Road Ste 104 Raleigh, NC 27609

JOINT DRIVEWAY AND EASEMENT AGREEMENT

This Agreement, made and entered into this 28th day of November, 2016 by and between Hazel S. Montague, widow (hereinafter "Montague") and Jo Letterman, Legal Guardian of Jean O. Hight, widow (13E29 Granville County) (hereinafter "Hight");

WITNESSETH:

WHEREAS, Montague owns all of the property commonly known as 211 Pine Tree Road, Oxford, North Carolina and which is contiguous and adjacent to the northern boundary line of Hight and more particularly described in Deed Book 169, Page 48, Granville County Registry; and,

WHEREAS, Hight owns all of the property commonly known as 213 Pine Road, Oxford, North Carolina and more particularly described in Deed Book 186, Page 127, Granville County Registry; and,

WHEREAS, a gravel driveway exists down the middle of the boundary line between Montague and Hight as depicted on survey prepared by Cawthorne, Moss & Panciera, dated 10-18-16, entitled "Survey for Ruby Bacchus" and is attached as Exhibit "A"; and,

WHEREAS, both Montague and Hight agree that it would be in the best interest of both parties to establish a common driveway for ingress and egress over a portion of the respective properties of both parties.

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

1. Montague hereby grants unto Hight a non-exclusive easement in perpetuity for the purposes of a common driveway for ingress, egress and regress for a width of five feet from the property line onto Montague's property where the driveway currently sits.
2. Hight hereby grants unto Montague a non-exclusive easement in perpetuity for the purposes of a common driveway for ingress, egress and regress for a width of five feet from the property line onto Hight's property where the driveway currents sits.
3. Both parties agree that no barriers or obstructions will be placed on any part of the common driveway which would impede or in any way obstruct the free flow of traffic.

Submitted electronically by Roper and Taylor PA Attorneys at Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Granville County Register of Deeds.

4. Neither party shall have the right to change, alter or modify the common driveway upon the easement area without the written consent of the other. The parties shall each be responsible for taxes, maintenance and liability on the parties respective fee property. Both parties agree to share the cost of repair and maintain of the driveway in it's current condition as a gravel driveway.
5. This agreement and easement shall run with and is appurtenant to the above described real estate 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.

Hazel S. Montague (SEAL)
Hazel S. Montague

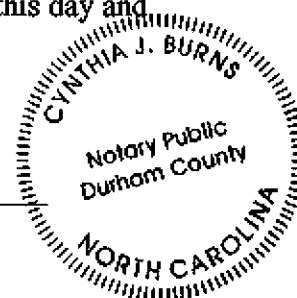
(SEAL)
Jo Letterman, Legal Guardian of Jean O. Hight, widow

STATE OF North Carolina COUNTY OF Durham

I, Cynthia J. Burns a Notary Public in and for said County and State, do hereby certify that Hazel S. Montague, personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and seal, this the 28th day of November, 2016.

Cynthia J. Burns
Notary Public



STATE OF _____ COUNTY OF _____

I, _____ a Notary Public in and for said County and State, do hereby certify that Jo Letterman, Legal Guardian for Jean O. Hight, personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and seal, this the _____ day of November, 2016.

My Commission Expires:

Notary Public

4. Neither party shall have the right to change, alter or modify the common driveway upon the easement area without the written consent of the other. The parties shall each be responsible for taxes, maintenance and liability on the parties respective fee property. Both parties agree to share the cost of repair and maintain of the driveway in it's current condition as a gravel driveway.

5. This agreement and easement shall run with and is appurtenant to the above described real estate 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.

Hazel S. Montague (SEAL)
Jo Letterman Guardian for *Jean O. Hight*
Jo Letterman, Legal Guardian of Jean O. Hight, widow

STATE OF _____ COUNTY OF _____

_____, a Notary Public in and for said County and State, do hereby certify that Hazel S. Montague, personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and seal, this the _____ day of November, 2016.

Notary Public

STATE OF N.C. COUNTY OF WAKE

NICOLE M ROBLES-GONZALEZ, a Notary Public in and for said County and State, do hereby certify that Jo Letterman, Legal Guardian for Jean O. Hight, personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and seal, this the 28 day of November, 2016.

My Commission Expires: DEC 28, 2019
[Signature]
Notary Public

NICOLE M ROBLES-GONZALEZ
Notary Public
Wake Co., North Carolina
My Commission Expires Dec. 28, 2019

