

Prepared by/Return to:

Emilee R. Winter, Mann, McGibney & Jordan, PLLC, 530 N. Person Street, Raleigh, NC 27604

**NORTH CAROLINA
FRANKLIN COUNTY**

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

This Declaration of JOINT ACCESS, UTILITY EASEMENT AND MAINTENANCE AGREEMENT OF SHARED DRIVEWAY AND SHARED WELL WATER AGREEMENT AND EASEMENT (hereinafter the "AGREEMENT"), made this the 21 day of April, 2026, by Richard Dean Copeland, Jr. and Heather Kellum Copeland, (hereinafter, "Copeland") and James B West and Lisa A West, Trustees of the James B West and Lisa A West Revocable Living Trust dated September 25, 2025 (hereinafter, "West"), (jointly hereinafter referred to as "the DECLARANT"), their heirs, successors, and assigns.

WITNESSETH

WHEREAS Copeland owns the lot identified as Tract 1 – 20.00 Gross Acres (hereinafter referred to as "Tract 1"), and West owns the lot identified as Residual – 14.67 acres (hereinafter referred to as "Residual Tract"), as shown on the survey entitled "Exempt Plat for Rick Copeland" dated 3/30/2026 by Danny O Williams, Williams-Pearce and Assoc., Professional Land Surveyors, P.A. attached as **Exhibit A** and incorporated herein by reference for a more particular description; and

WHEREAS a driveway runs from Johnson Town Road (SR 1729) over Tract 1 and over and onto Residual Tract until it reaches a separate access to Johnson Town Road connected to Residual Tract; and

WHEREAS the DECLARANT, their heirs, successors, or assigns, intend to establish an access and utility easement for the benefit of Tract 1 and Residual Tract and create a maintenance agreement for the driveway above described; and

WHEREAS the water supply to structures existing on Tract 1 originates from a well water system located on Residual Tract; and

WHEREAS the owners of Tract 1 are, on their own, without running water; and

WHEREAS the DECLARANT, their heirs, successors, or assigns, intend to establish a shared well water agreement and easement for the benefit of Tract 1.

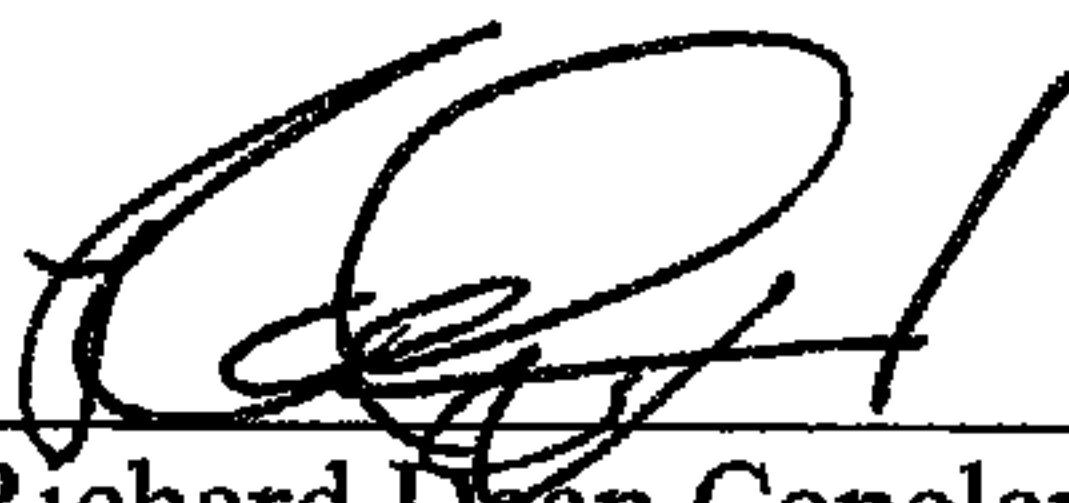
NOW, THEREFORE in consideration of the premises, payments, and of the mutual rights and advantages set out herein, the DECLARANT hereby declares as follows:

1. **Driveway Easement:** There shall be a private, joint driveway and utility access easement consisting of the entire driveway referenced above for the purpose of ingress, egress, and regress and also for the purposes of installing and maintaining utilities to Tract 1 and Residual Tract (hereinafter, "Driveway Easement").
 - a. No building, structure or any part thereof shall be permitted within the DRIVEWAY EASEMENT.
 - b. The Driveway Easement includes an 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 driveway by such public protection entities shall be borne by the party who requested or caused such service protection entities to enter onto the driveway for his, her or its benefit, and if such use was not requested, facilitated not caused by either party, then the damages and liability caused by such service protection entities shall be divided between the parties based off the portion of the driveway located on their respective properties.
2. **Driveway Maintenance:** The owners of Lot 1 and Residual Lot, their heirs, successors, and assigns, shall be responsible for maintaining the portions of the driveway that cross their respective land to the same standards as originally constructed. Neither the owner of Lot 1 nor the owner of Residual Lot shall be responsible for maintenance of the portion of the driveway on the other owner's property except in the event of damage caused to the other property as outlined in this Agreement.
3. **Driveway Damage:** If any property owner subject to this easement causes damage to the driveway in any way, said owner shall be solely responsible for the costs associated with a timely repair of such damage.
4. **Shared Well Water Agreement and Easement:** Residual Tract hereby grants an easement to Tract 1 for the use of water supplied from the well water system located on Residual Tract. The water shall be supplied through connections existing at the time this Agreement is made.

- a. Residual Tract herein agrees to not take any action which could interfere with the water supply to Tract 1 from the well water system.
5. **Well Maintenance:** The owner of Residual Tract shall have sole responsibility for any and all maintenance or electrical costs associated with maintaining the well water system to the same level of function as exists at the time this Agreement is made. Said maintenance includes maintaining proper function of all pipes and connections, including those located on Tract 1.
6. **Duration of Entire Agreement:** This Agreement shall run with the land for a period of 3 years from the date it is recorded in the Franklin County registry. Upon the end of the 3-year period, the Declaration shall automatically expire unless renewed by the current owners at that time. Said renewal shall become effective upon written agreement recorded in the Franklin County Registry.
 - a. Upon expiration of this Agreement, the shared driveway easement and shared well agreement created herein shall terminate. Upon such expiration, neither party shall have access of any kind to the portion of the driveway on the land owned by the other party. Furthermore, the owner of Residual Tract shall no longer have any obligation to supply water to Tract 1.

IN WITNESS WHEREOF, the Declarant have hereunto set their hands, the day and year first above written.

[Signature Pages to Follow]


_____{SEAL}
Richard Dean Copeland, Jr.


_____{SEAL}
Heather Kellum Copeland

STATE OF NORTH CAROLINA
COUNTY OF Wake

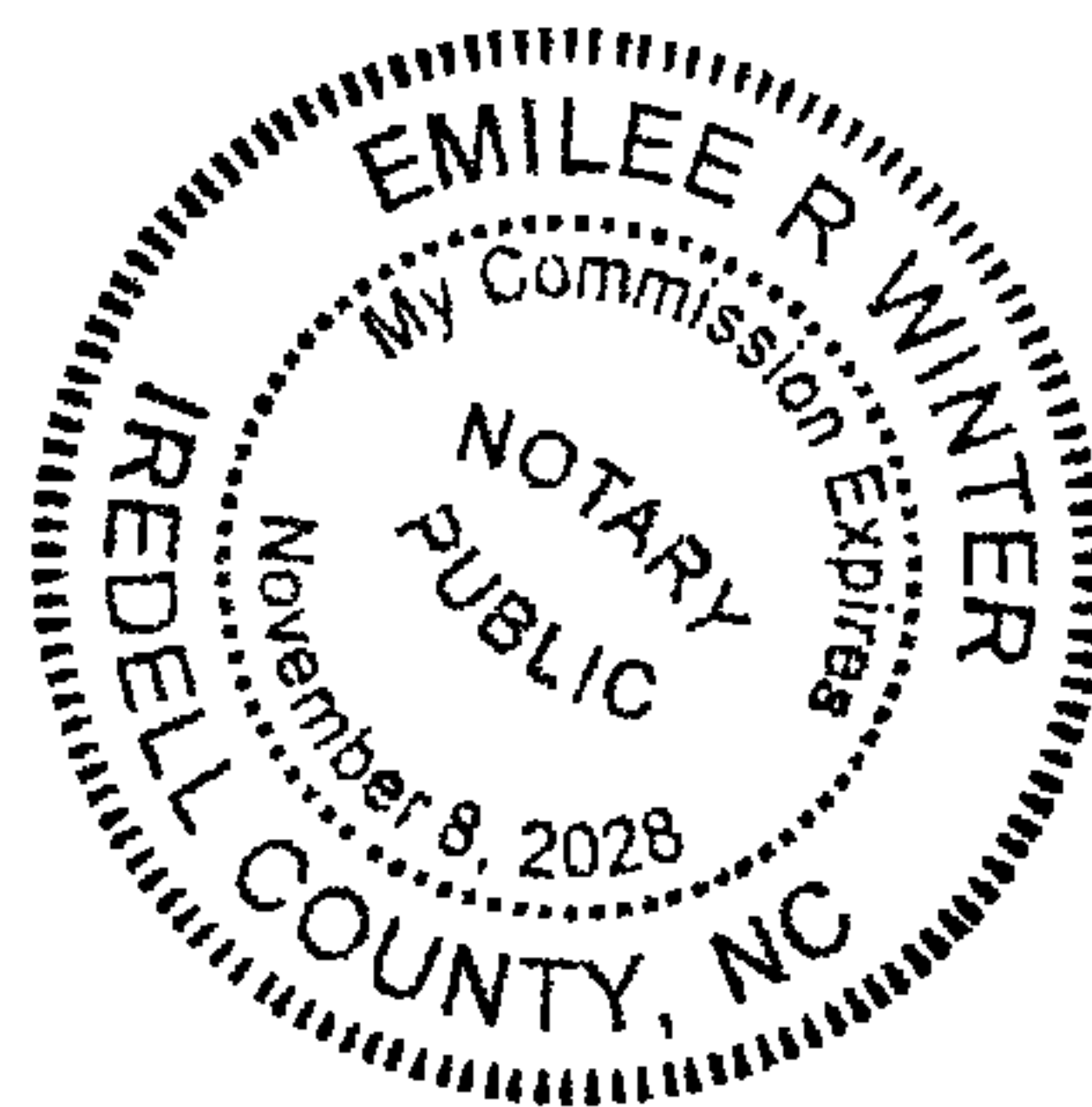
I, Emilee R Winter, a notary public, certify that Richard Dean Copeland, Jr. and Heather Kellum Copeland personally came before me this day and executed the foregoing instrument.

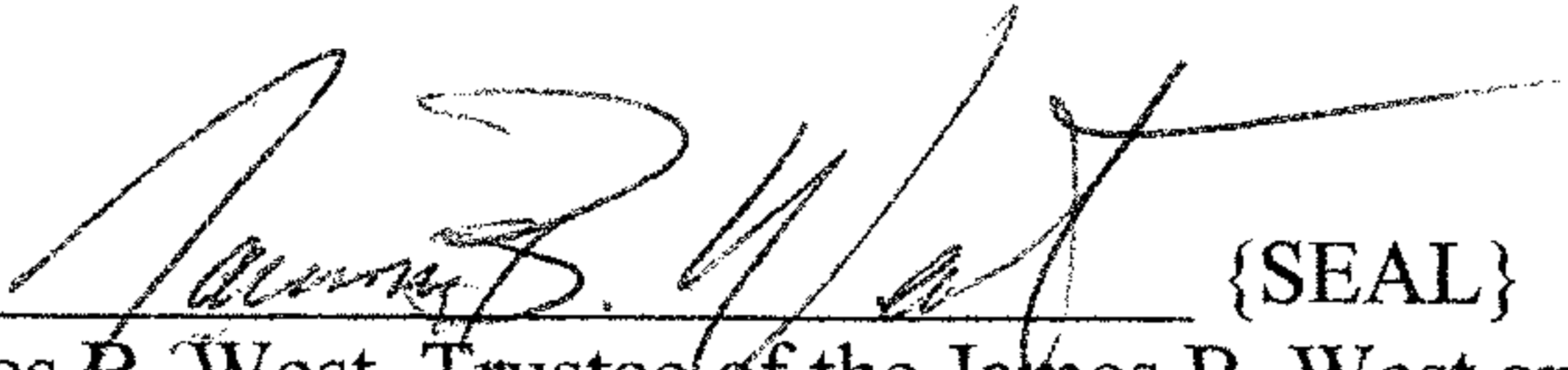
Witness my hand and official seal this 21 day of April, 2026.

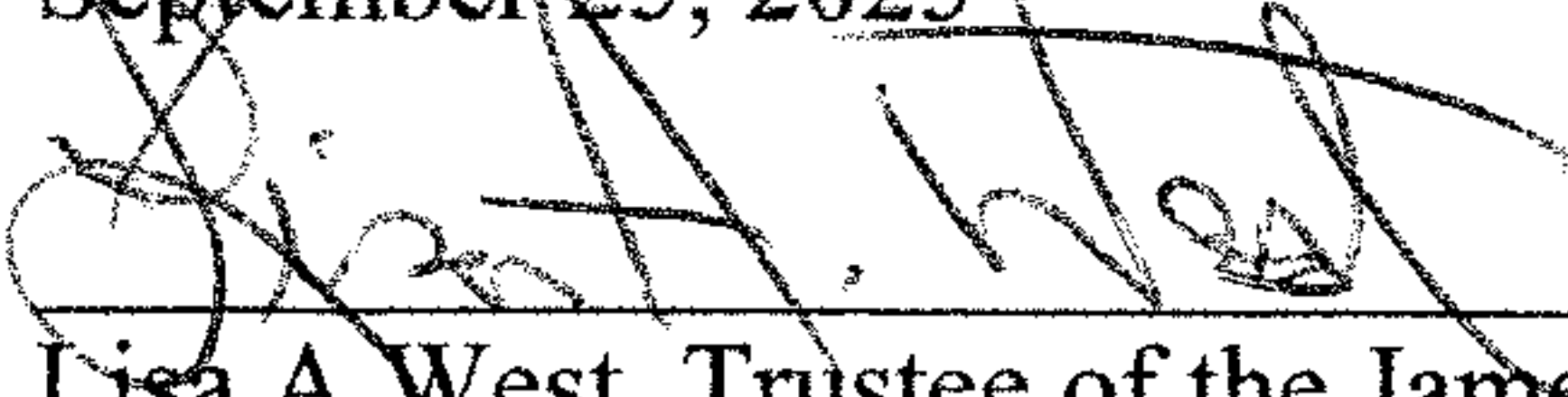


Official Signature of Notary

My Commission Expires: 11/8/2028



 {SEAL}
 James B. West, Trustee of the James B. West and Lisa A. West Revocable Living Trust, dated
 September 25, 2025

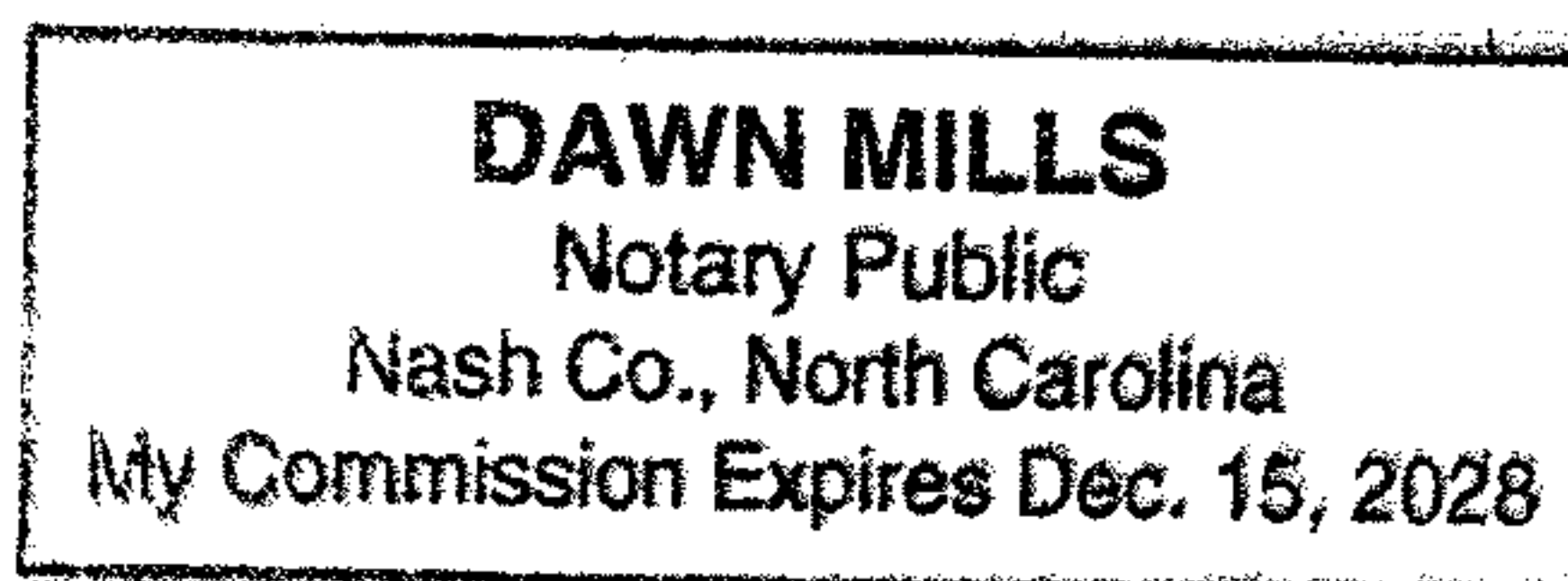
 {SEAL}
 Lisa A. West, Trustee of the James B. West and Lisa A. West Revocable Living Trust, dated September
 25, 2025

STATE OF NORTH CAROLINA
 COUNTY OF Wake

I, Dawn Mills, a notary public, certify that James B West and Lisa A West, Trustees
 of the James B. West and Lisa A. West Revocable Living Trust, dated September 25, 2025, personally
 came before me this day and executed the foregoing instrument.

Witness my hand and official seal this 16th day of April, 2026.


 Official Signature of Notary



My Commission Expires: 12/15/2028

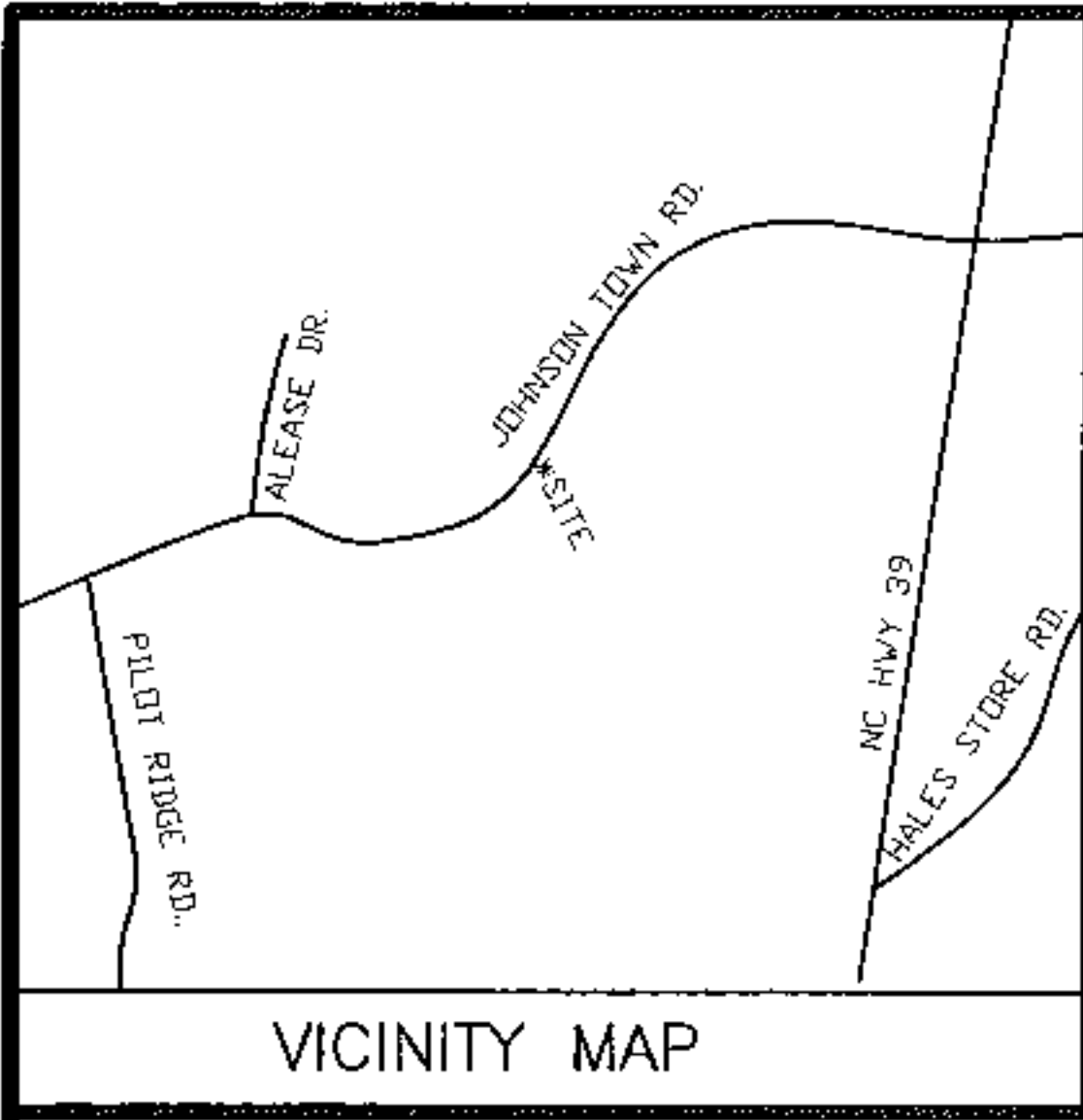
EXEMPT PLAT FOR
RICK COPELAND
DUNN TOWNSHIP
FRANKLIN COUNTY
NORTH CAROLINA

EXHIBIT A

NOTE: THESE PARCELS ARE LOCATED WITHIN 1 MILE OF AN EXISTING VOLUNTARY AGRICULTURAL DISTRICT AND OR ENHANCED VOLUNTARY AGRICULTURAL DISTRICT. NORMAL AGRICULTURAL OPERATIONS MAY CONFLICT WITH RESIDENTIAL USE. NC LAW (GENERAL STATUTES SECTION 106-701) PROVIDES SOME PROTECTION FOR EXISTING AGRICULTURAL OPERATIONS.

ADOPTED MAP BY: WILLIAMS-PEARCE & ASSOC.
DATED: 01-23-01
ENTITLED: PROPERTY MAP FOR AVIS J. SEYMOUR

NC GRID NORTH - NAD27



VICINITY MAP

PIN: 2718-68-3203

NOTE: AREA COMPUTED BY COORDINATE METHOD

NOTE: THIS PROPERTY IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ZONED: R-30

SETBACKS:

FRONT - 30'

REAR - 25'

SIDE - 10'

NOTE: ALL BEARING WERE ROTATED TO MATCH NC GRID NORTH.

NOTE: LINE A TO B ONLY SURVEYED AT THIS DATE. ALL OTHER INFORMATION TAKEN FROM REFERENCES LISTED BELOW.

REFERENCES:

MAP BY: WILLIAMS-PEARCE & ASSOC.

DATED: 01-23-01

ENTITLED: PROPERTY MAP FOR AVIS J. SEYMOUR

MAP BY: MULLEN, WILLIAMS & PEARCE, P.A.

DATED: 02-22-82

ENTITLED: PROPERTY SURVEY FOR CARL SOUTHARD

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN DEED BOOK _____ PAGE _____ AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, DRAINAGEWAYS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THAT THE LAND AS SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF FRANKLIN COUNTY, NC.

OWNER(S) _____ DATE _____

RESIDUAL - 14.67 ACRES
JAMES B. & LISA A. WEST
DEED BOOK 2408 PAGE 1905

Course	Bearing	Distance
L1	S 86°32'10" E	93.18'
L2	N 84°44'50" E	100.00'
L3	N 75°53'50" E	100.00'
L4	N 67°22'50" E	100.00'
L5	N 59°04'50" E	100.00'
L6	N 49°35'50" E	97.19'
L7	N 41°13'53" E	102.78'
L8	N 31°24'50" E	100.00'
L9	N 27°08'50" E	100.00'
L10	N 31°25'50" E	100.00'
L11	N 39°05'50" E	100.00'
L12	N 49°24'50" E	100.00'
L13	N 66°20'54" E	99.93'
L14	S 36°43'53" W	115.77'
L15	S 06°50'29" E	111.65'
L16	S 67°08'31" W	145.20'
L17	S 46°30'31" W	120.56'
L18	S 70°17'31" W	114.69'
L19	S 30°21'51" E	112.99'

FRANKLIN COUNTY CERTIFICATION
THIS PLAT APPROVED FOR RECORDING: EXEMPT
FROM FRANKLIN COUNTY SUBDIVISION REGULATIONS

SUBDIVISION ADMINISTRATOR _____ DATE _____

APPROVAL EXPIRES IF NOT RECORDED ON OR
BEFORE _____ DATE _____

State of North Carolina
County of Franklin

I, _____, Review Officer of Franklin County,
certify that the map or plat to which this certification is
affixed meets all statutory requirements for recording as
required by GS 47-30.

Review Officer _____

Date _____

I, _____, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY
SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED
DESCRIPTION RECORDED IN BOOK _____ PAGE _____ (OTHER); THAT THE
BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION
FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED
IS 1 : 10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30
AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL
THIS 30TH DAY OF MARCH, 2026.

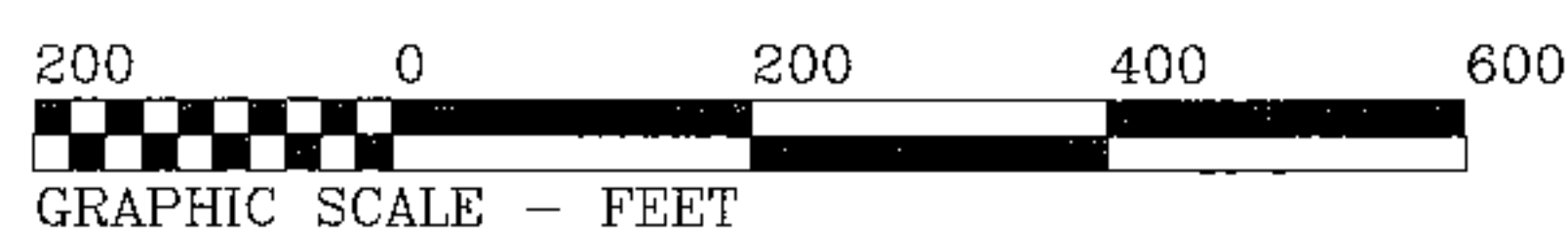
Seal or Stamp _____

Surveyor _____

Registration Number L-2647

I, DANNY O. WILLIAMS, PROFESSIONAL LAND SURVEYOR NO. L-2647
CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATES A
SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR
MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES
PARCELS OF LAND.

DANNY O. WILLIAMS, PROFESSIONAL LAND SURVEYOR NO. L-2647



GRAPHIC SCALE - FEET

S:\NEWMAPS\L\LISA WEST\WORK SHEET.DWG

Lic. # C-0243



Williams-Pearce and Assoc., Professional Land Surveyors, P.A.
P.O. Box 892, Zebulon, N.C. 27597 Tel. (919) 269-9605

LEGEND

- EXISTING IRON PIPE
- NEW IRON PIPE
- ▲ EXISTING PK NAIL

DRAWN BY: DOW & BCW

CHECKED BY: DOW

DATE: 03-30-2026

SCALE: 1" = 200'

JOB: DOW1899.CRD CF