

Prepared by and return to:

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Sterling Law | Clayton Branch
1540 E. Front Street, Suite 100
Clayton, North Carolina 27527

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

Property Address:

200 E. Ballance Rd
Fremont, NC 27830

Tax PIN: 3605319367

202 E. Ballance Rd
Fremont, NC 27830

Tax PIN: 3605410327

JOINT DRIVEWAY AGREEMENT

THIS JOINT DRIVEWAY AGREEMENT ("Agreement"), made this 11th day of April, 2025 by and between **ANNIE R. LEWIS**, unmarried with an address of 200 E. Ballance Road, Fremont, North Carolina 27830 (hereinafter referred to as "Grantor"), and **CORNELIA J. SMITH**, unmarried with an address of 204 Bunch Drive, Goldsboro, North Carolina 27530 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land lying and being in Wayne County, North Carolina, as more particularly described on Exhibit A attached hereto and made a part hereof ("Grantor's Property");

WHEREAS, Grantee is the owner of a certain tract of land lying and being in Wayne County, North Carolina, as more particularly described on Exhibit B attached hereto and made a part hereof ("Grantee's Property");

WHEREAS, there currently exists a driveway along the eastern boundary line of Grantor's Property that would permit access to the southern portion of Grantee's Property; and

WHEREAS, Grantee has need of easements over and across a portion Grantor's Property which shall extend 15 feet in a westerly direction from the mutual boundary line between Grantor's Property and Grantee's Property (the "Easement Area") for the purpose of ingress and egress for driveway purposes for Grantee's Property;

WHEREAS, Grantor desires to provide said easements to Grantee for the aforesaid purposes.

NOW, THEREFORE, in consideration of TEN and No/100th DOLLARS (\$10.00) in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

Grantor hereby grants and conveys to Grantee a non-exclusive easement over the Easement Area for driveway purposes only. Grantee, its servants, agents or invitees shall not be permitted to leave any vehicle unattended or otherwise obstruct, block or impede the Easement Area.

Grantee, at Grantee's sole expense, shall maintain any pavement and the curb in the Easement Area.

Grantee shall not allow, cause or permit any vehicles, bicycles, containers, goods, or other objects belonging to or under the control of the Grantee, its servants, agents or invitees which obstructs, blocks, impedes or otherwise restricts the flow of ingress and egress in the Easement Area.

Grantee shall not be permitted to erect or permit any growth, vegetation, structure, or other object or improvement extending or encroaching into, upon or over the Easement Area without the prior written consent of the Grantor.

Grantee hereby indemnifies and agrees to hold Grantor harmless from and against any and all loss, damage or liability or claim thereof, including attorney fees, which Grantor may incur as a result of the exercise of Grantee's rights under this Easement.

The easement hereby granted shall be perpetual and shall run with the land, provided, however, at such time as (i) Grantee removes or substantially removes the existing residential structure on Grantee's Property or (ii) repairs, repaves or abandons the current driveway now existing on Grantee's Property, then all rights granted hereunder, including, but not limited to, the right of ingress and egress over, across and through the Easement Area, shall be immediately extinguished and the grant contained herein shall be void.

This easement shall be a covenant running the land to both titles and shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned parties to this Easement have hereunto set their hands and affixed their seals as of the date first above-written.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE AND ACKNOWLEDGMENT TO FOLLOW]

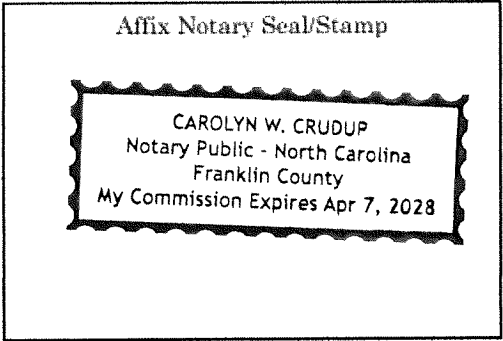
GRANTOR:

Annie R Lewis (SEAL)
Annie R. Lewis

STATE OF NORTH CAROLINA,

COUNTY OF Franklin

I Carolyn W. Crudup, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 11th day of April 2025 each acknowledging to me that he or she signed the foregoing Joint Driveway Agreement, in the capacity represented and identified therein (if any): **Annie R. Lewis**.



Carolyn W. Crudup
Notary Public (Official Signature)
Carolyn W. Crudup
Typed or Printed Notary Name

My commission expires: 04/07/2028

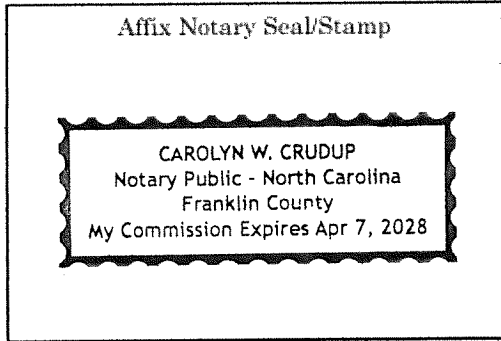
GRANTEE:

Cornelia J. Smith (SEAL)
Cornelia J. Smith

STATE OF NORTH CAROLINA

COUNTY OF Franklin

Carolyn W. Crudup, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 11th day of April 2025 each acknowledging to me that he or she signed the foregoing Joint Driveway Agreement, in the capacity represented and identified therein (if any): **Cornelia J. Smith**.



Carolyn W. Crudup
Notary Public (Official Signature)

Carolyn W. Crudup
Typed or Printed Notary Name

My commission expires: 04/07/2028