

BK 6004 PG 724 - 735

Excise Tax: \$0

Prepared by and return to: Abigail R. Breedlove, Esq., Jordan Price Wall Gray Jones & Carlton, 1951
Clark Ave., Raleigh, NC 27605

NORTH CAROLINA

**ACCESS EASEMENT AND
ROAD MAINTENANCE AGREEMENT**

ONSLOW COUNTY

THIS ACCESS EASEMENT AND ROAD MAINTENANCE AGREEMENT (the "Agreement") entered into this 24th day of July, 2023, by and between **Richard B. Geiger and Barbara Geiger**, Co-Trustees of **The Richard & Barbara Geiger Family Trust**, whose address is 10555 E. Pinnacle Peek Road, Scottsdale, AZ 85255 (the "Geiger Trust"); **Brett Buno** and wife, **Elizabeth Buno** (the "Bunos") and **Catherine Reaves** ("Reaves"), whose address is 2315 Oriole Dr., Durham, NC 27707; **Ian N. Jefferies** and wife, **Sara Legel Jefferies**, whose address is 8425 Stable Dr., Alexandria, VA 22308 (the "Jefferieses"); (collectively, the "Owners"); and **Villas by the Sea Community Services Association, Inc.**, a North Carolina non-profit corporation, whose address is 1612 Military Cutoff Rd., Suite 108, Wilmington, NC 28403 (the "Association") (together with the Owners, the "Grantor"), and **Prestige Building Group LLC**, a North Carolina limited liability company, whose address is 1516 Rodessa Run, Raleigh, NC 27607 ("Prestige" or "Grantee") (Grantor and Grantee together, the "Parties").

WHEREAS, the Geiger Trust is the fee simple owner of that parcel of land lying and being in Onslow County, North Carolina, and more particularly described as all of Lot 6A and ½ interest in the common area of Lot 6, all as shown on that plat recorded in Map Book 46, Page 118, Onslow County Registry, having a property address of 874 Villas Drive, North Topsail Beach, NC 28460 (the "Geiger Trust Property");

submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

WHEREAS, Reaves and the Bunos are the fee simple owners of that parcel of land lying and being in Onslow County, North Carolina, and more particularly described as all of Lot 6B and ½ interest in the common area of Lot 6, all as shown on that plat recorded in Map Book 46, Page 118, Onslow County Registry, having a property address of 872 Villas Drive, North Topsail Beach, NC 28460 (the “**Buno/Reaves Property**”);

WHEREAS, the Jefferieses are the fee simple owners of that parcel of land lying and being in Onslow County, North Carolina, and more particularly described as all of Lot 7A and ½ interest in the common area of Lot 7, all as shown on that plat recorded in Map Book 76, Page 21, Onslow County Registry, having a property address of 844 Villas Drive, North Topsail Beach, NC 28460 (the “**Jefferies Property**”);

WHEREAS, the Geiger Trust Property, the Buno/Reaves Property, and the Jefferies Property are all subject to those Restrictive Covenants Master Declaration of Covenants and Restrictions for Villas By The Sea recorded in Book 2293, Page 939, Onslow County Registry, as amended and supplemented (the “**Covenants**”);

WHEREAS, Prestige is the fee simple owner of that parcel of land lying and being in Onslow County, North Carolina, and more particularly described as all of Lot 7A as shown on survey plat entitled “Boundary Survey of Lots 7 & 7A, Wyndy Dunes (formerly Lot 7, final plat of Wyndy Dunes) dated February 10, 2003, prepared by Charles F. Riggs & Associates, Inc., and recorded in Map Book 44, Page 166, Slide K-1833, Onslow County Registry (the “**Prestige Property**”);

WHEREAS, Villas Drive is a 16’ wide concrete drive located in the common areas of Lots 1 – 5 and 8 – 12 of Villas by the Sea as shown on that plat recorded in Map Book 46, Page 118, Onslow County Registry (“**Villas Drive**”) and ends just before reaching the Geiger Trust Property, the Buno/Reaves Property, and the Jefferies Property. Villas Drive serves as the point of ingress and egress for all of the Lots within the Association;

WHEREAS, there exists over and across the Geiger Trust Property, the Buno/Reaves Property, and the Jefferies Property a 30’ drainage, utility & access Easement as shown on that plat recorded in Map Book 32, Pages 41, 41A, and 41B (the “**Drive**”);

WHEREAS, Prestige wishes to use a 16’ portion of the Drive, depicted as the striped portion of the Grantor’s properties on that sketch attached hereto as Exhibit A (the “**Easement Area**”) to access the Prestige Property and the Owners wish to grant to Prestige an easement for access;

WHEREAS, the Parties intend the Easement Area granted herein to resolve disputes that have arisen concerning Prestige’s existing easement rights, or lack thereof, pursuant to a Settlement Agreement, Release, and Waiver entered into by the Parties and recorded contemporaneously with this Access Easement and Road Maintenance Agreement.

WHEREAS, pursuant to Article 4(B) of the Covenants, the Association shall be responsible for the exclusive management and control of the Commons Areas and all improvements located thereon, including Village Drive and the Easement Area; and

WHEREAS, the Parties wish to impose on Villas Drive and the Easement Area a system of road maintenance which shall be appurtenant to the land and binding upon and inure to the benefit of all future successors in interest, their heirs and assigns.

NOW, THEREFORE, in consideration for the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Access Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, and for the use and benefit of the Grantee, its owners, licensees and invitees, a non-exclusive perpetual rights and easement over, across, and upon the Easement Area from the end of the private drive known as Villas Drive to the Prestige Property, for pedestrian and vehicular ingress and egress, for the purpose of accessing the Prestige Property. The Easement Area shall be the sole access easement to the Prestige Property.
2. Road Maintenance Agreement for Villas Drive inclusive of the Easement Area. Association and Grantee agree to share in the maintenance costs of maintaining Villas Drive to the Prestige Property, including within the above-described Easement Area, with the Association being responsible for 24/26ths of the cost and Grantee being responsible for 2/26th of the cost of repair, maintenance, and upkeep of Villas Drive, including the Easement Area. However, if one or more of the Parties to this Agreement shall cause damage to Villas Drive and/or the Easement Area that would necessitate repair, that party shall be responsible for the full cost of repairing the damage they caused.

Each party's share of the maintenance costs of Villas Drive including the Easement Area shall be due and payable within sixty (60) days of the work being completed to the person designated by the Association to coordinate maintenance of Villas Drive and the said Easement Area. If not paid by that time, then pursuant to Article 8, Chapter 44 of the North Carolina General Statutes, said costs may be reduced to a judgment and become a lien on the land of the defaulting record owner, or similar remedies may be pursued as allowed under North Carolina law.

3. Restrictions of Use of Easement Area. Grantee shall use the Easement Area only for the purposes specified herein, and such use shall be performed in a manner which will minimize to the maximum extent practicable any unreasonable interference with the use of any property belonging to the Grantors herein. Grantor and Grantee covenant and agree to keep the Easement Area free of trash and recycling receptacles, or any other items that could impede the Parties' use and enjoyment of their property or the Easement Area.
4. Covenants Running with the Land. All the present and future owners of the aforesaid lots or parcels of land, their heirs, successors and assigns, who execute this Agreement shall be bound by the terms and conditions contained herein, all of which shall be appurtenant to and run with the land. This Access Easement and Road Maintenance Agreement may be modified or amended in the future by a duly executed instrument, signed by all owners of

all of the property described herein, filed with the office of the Onslow County Register of Deeds.

5. Miscellaneous.

- a. This instrument is executed in and shall be governed by the law of the State of North Carolina.
- b. All captions contained herein are of convenience only, and shall not be deemed a part of this instrument, and shall not affect the meaning or interpretation of this instrument.

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

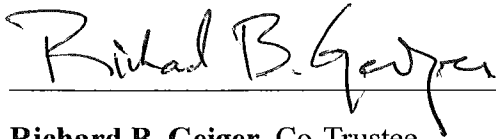
[remainder of page intentionally left blank]

Signatures on the following pages.

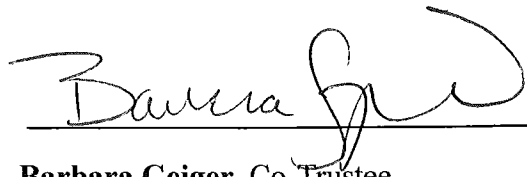
[remainder of page intentionally left blank]

Signatures on the following pages.

The Richard & Barbara Geiger Family Trust



Richard B. Geiger, Co-Trustee



Barbara Geiger, Co-Trustee

State of NC

County of perdew

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Richard B. Geiger.**

Date: 3-18-2023

[stamp]

Blake Ragan Notary Public
Pender County North Carolina
Commission Expires 05/30/27

BR

Notary Public

Blake Ragan

Printed Name

My commission expires: 5-30-2027

State of NC

County of Pender

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Barbara Geiger.**

Date: 3-18-2023

[stamp]

Blake Ragan Notary Public
Pender County North Carolina
Commission Expires 05/30/27

BR

Notary Public

Blake Ragan

Printed Name

My commission expires: 5-30-2027

Brett Buno

Elizabeth Buno



Brett Buno




Elizabeth Buno

State of North Carolina
County of Durham

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Brett Buno**.

Date: February 24 2023





Notary Public
Misty N Oakley

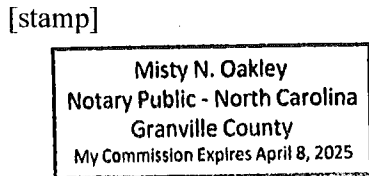
Printed Name


My commission expires: April 8 2025

State of North Carolina
County of Durham

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Elizabeth Buno**.

Date: February 24 2023





Notary Public
Misty N Oakley

Printed Name

My commission expires: April 8 2025

Catherine Reaves

Catherine Reaves

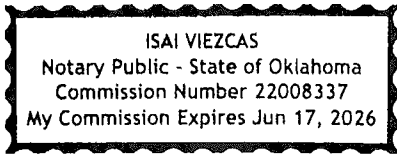
State of Oklahoma

County of Cleveland

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated **Catherine Reaves**.

Date: 06/25/2023

[stamp]



Isai Viezcas
Notary Public

Isai VIEZCAS
Printed Name

My commission expires: JUN 17, 2024

[Signature]
Ian N. Jefferies

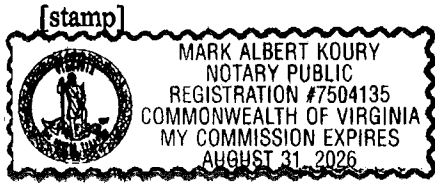
Sara Jefferies
Sara Legel Jefferies

State of Virginia

County of Fairfax

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ian N. Jefferies.

Date: 4/29/2023



[Signature]
Notary Public

Mark Koury
Printed Name

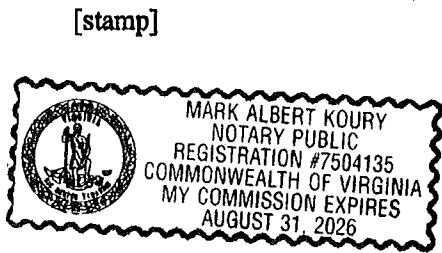
My commission expires: 8/31/2026

State of Virginia

County of Fairfax

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sara Legel Jefferies.

Date: 4/29/2023



[Signature]
Notary Public

Mark Koury
Printed Name

My commission expires: 8/31/2023

Villas by the Sea Community Services Association, Inc.

a North Carolina non-profit corporation

By: [Signature]

Name: JEREMY M WIRTHS

Title: PRESIDENT OF THE BOARD

State of New Hampshire

County of Hillsborough

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jeremy Wirths

Date: 04/04/2023

[stamp]


HEATHER M QUEALY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 18, 2027

[Signature]
Notary Public

Heather M Quealy
Printed Name

My commission expires: May 18, 2027

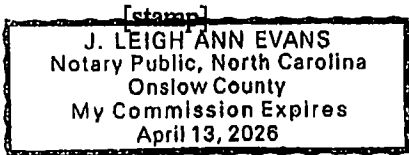
Prestige Building Group LLC,
a North Carolina limited liability company


By: 
Name: Michael Howington
Title: OWNER/MANAGER

State of NC
County of ONSLOW

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael Howington.

Date: 03/15/2023




Notary Public
J. Leigh Ann Evans
Printed Name

My commission expires: April 13, 2026