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0776 0413

PREPARED BY AND RETURN TO: Royster, Cross, Currin & Winfrey, LLP, P.O. Box 1168, Oxford, NC 27565

NORTH CAROLINA

GRANVILLE COUNTY

THIS JOINT DRIVEWAY AGREEMENT, made and entered into this the 26th day of March, 1999, by and between MABLE HART, party of the first part, and SHARON J. BROWN, party of the second part;

WITNESSETH:

THAT WHEREAS, Sharon J. Brown, is the owner of a certain lot or parcel of land situate on the east side of S.R. #1138 (Culbreth Road) in Tally Ho Township, Granville County, North Carolina, which said lot is designated as Lot 7R on the survey and plat of Bobbitt Surveying, P.A., dated June 26, 1998, of record in Plat Book 22, page 69, Granville County Registry; and

WHEREAS, Mable Hart is the owner of a certain lot or parcel of land immediately south of and adjoining the above described lot or parcel of land, the same being designated as Lot 8R on the survey and plat of Bobbitt Surveying, P.A., dated June 26, 1998, of record in Plat Book 22, page 69, Granville County Registry; and

WHEREAS, said lots of land have in common a driveway entrance from S.R. 1138 (Culbreth Road), which driveway is situate on the north side of Lot 8R, near the common border of the above said lots; and

WHEREAS, the parties have agreed that it would be in their mutual interest to establish a joint driveway in writing for the common use of the two owners of the lands above referred to, such uses to be limited to the purposes as set forth hereinafter.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, it is mutually agreed that a joint driveway as above referenced on the east side of S.R. #1138 (Culbreth Road) situate along or near the northern margin of Lot 8R shall exist for the common use of the two bordering lots, as above said, of the parties hereto, which said common driveway shall have its entrance on S.R. #1138 and extending in an easterly direction therefrom crossing into the lot of the party of the second part.

ROYSTER, CROSS,
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OXFORD, N. C. 27565

Del. Laura Kearns for REC + W attys 3-31-99

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The parties agree that said common driveway shall be limited to and restricted to crossover privileges of the other party, their guests, servants, invitees and assigns, and its use shall be for the purposes of ingress, egress and regress to and from S.R. 1138 (Culbreth Road).

The parties hereto mutually agree that they also shall equally share expenses of maintaining and repairing said driveway as it now exists except in cases where the damage to said driveway is caused by the negligence of one of the parties or by their guests, servants, invitees and assigns and in that event the party responsible for said damage shall pay all the cost of repair.

It is understood and agreed that said driveway shall not be widened or extended further

from its present dimensions without the mutual consent of both parties

The parties further agree that neither of the parties shall be able to claim said driveway or any interest therein through adverse possession.

It is expressly understood and agreed that if the owner of Lot 7R establishes another driveway into said property then and in such event, this easement shall cease to exist.

And in consideration of the mutual rights and advantages above set out, each party hereby gives, grants and conveys to the other party the particular right and easement of ingress, egress and regress over and upon the said driveway as above set forth.

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

IN TESTIMONY WHEREOF, the parties hereto have signed their names and affixed their seals, this the day and year first above written.

Sharon J. Brown (SEAL)
Sharon J. Brown

Mable Hart (SEAL)
Mable Hart

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Now owner of SR since 3/2007
SR Now owner
shld. deed w/out any exceptions - !!

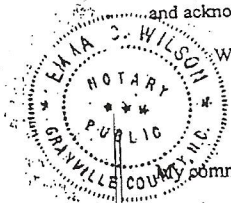
copy of Joint Driveway Agreement

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NORTH CAROLINA
GRANVILLE COUNTY

I, Emma C. Wilson, a Notary Public, in and for the State and County aforesaid, do hereby certify that Sharon J. Brown and Mable Hart personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 26th day of March, 1999.



Emma C. Wilson
Notary Public

My commission expires: 9/29/2001

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Emma C. Wilson a Notary Public

is certified to be correct. This instrument was presented for registration and filed in this office in Book 776
Page 413 This 26th day of March 19 99 at 1:44 o'clock P.M.
Ratthorn Cross Register of Deeds By Becky C. Lorch Deputy Assistant

ROYSTER, CROSS,
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