

Delivered to: Thomas L. Curran, Atty

BOOK 636 PAGE 721

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

AGREEMENT BETWEEN CO-OWNERS FOR MAINTENANCE AND REPAIR
OF COMMON EASEMENT

THIS AGREEMENT made, effective as of October 4, 1993 by and
between Terry M. Petrovick and wife, Dorothy C. Petrovick, and
Mathew L. Petrovick and wife Lorraine M. Petrovick.

RECITALS

The parties recite and declare:

A. The parties to this agreement are co-owners of rights in
an easement in the nature of a driveway approximately 60 feet in
width and extending approximately 731 feet in length in a southerly
direction from NCSR #1718 to a cul-de-sac on the dividing line on
the property of Terry M. Petrovick and wife Dorothy C. Petrovick
(Lot #2), the property of Mathew L. Petrovick and wife, Lorraine M.
Petrovick (Lot #3), as shown on the map or plat prepared by Gerald
M. White Surveyor dated 1-8-83 which is by this reference made a
part of this agreement as fully and to the same extent as if set
out in this instrument in its entirety.

B. The parties desire to share the costs and expenses of
maintaining the above-described easement.

The parties agree as follows:

For Addendum to Agreement see Bk 636, P. 139 Delivered to: Lori Dutra, Atty 10-13-93

BOOK 636 PAGE 722

SECTION ONE

EXPENSES TO BE SHARED

The parties agree to share the costs and expenses of maintaining the above-described easement in good repair for the period commencing October 4, 1993, and ending October 4, 2027, as set forth in this agreement.

SECTION TWO

MAINTENANCE AND REPAIRS DEFINED

The repairs and maintenance to be undertaken and performed under this agreement shall include the following and only the following:

The maintenance of the traveled portion of the driveway easement in a level and stable condition through periodic grading and placement of crushed stone or gravel so that the driveway may be used for ingress, regress and egress under all normal weather conditions and as required, the grading and maintenance of ditches or drainage swales so as to avoid water damage to the driveway surface.

Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken under this agreement except with the prior express, and written consent of each of the parties and an assumption by each of the parties in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance.

SECTION THREE

LIABILITY

The owner or owners of each respective parcel served by the agreement agree(s) to bear the costs and expenses of repairs and maintenance authorized pursuant to and during the term of this agreement for the above-described easement as follows:

Owners of Lot #2, 50%; owners of Lot #3, 50%

SECTION FOUR

DESIGNATION OF AGENT

The parties shall designate from time to time as they deem necessary an agent or agents to contract for and oversee the repairs and maintenance authorized under this agreement. The parties shall be personally liable for any and all debts contracted on their behalf by their agent for repairs and maintenance of the easement pursuant to this agreement.

SECTION FIVE

COMPENSATION OF AGENT

The total compensation of the above-referred to agent for acting as such under this agreement, if any, shall as determined by the parties.

BOOK 636 PAGE 724

SECTION SIX

ADVANCEMENT OF COSTS AND EXPENSES

Each of the parties hereto agree to meet from time to time, no less often than annually, to determine what maintenance, if any, is necessary pursuant to this agreement. Each of the parties shall advance his or her pro-rata share of the expenses for such agreed maintenance in a timely fashion. In the event that any party fails to pay his or her pro-rata share when due, any or all other parties may advance such unpaid shares and thereafter collect through the institution of civil proceedings the unpaid shares together with the costs associated with the collection thereof.

SECTION SEVEN

ACCOUNTING BY AGENT

The agent shall furnish to the parties to this agreement written reports of maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payment of costs and expenses as directed by the parties.

SECTION EIGHT

INDEMNITY

Each of the parties agrees to indemnify and to hold the other harmless from and against any and all liability for personal injury or property damage caused by his or her actions when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken under or pursuant to this agreement.

SECTION NINE
GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

SECTION TEN
ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon any party except to the extent incorporated in this agreement.

SECTION ELEVEN
MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION TWELVE
NO WAIVER

This failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

BOOK 636 PAGE 726

SECTION THIRTEEN

ATTORNEY FEES

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be required to pay as damages, a reasonable sum for the successful party's attorney's fees.

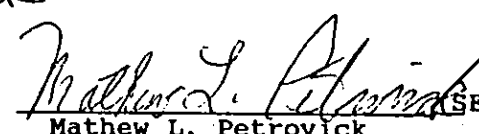
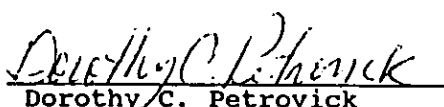
SECTION FOURTEEN

PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness whereof, each party to this agreement has caused it to be executed the date indicated below.

This the 4th day of October, 1993.

Witness: 
 (SEAL)  (SEAL)
Terry M. Petrovick Mathew L. Petrovick
 (SEAL)  (SEAL)
Dorothy C. Petrovick Lorraine M. Petrovick

NORTH CAROLINA
VANCE COUNTY

I, Lori Z. Ruger, a notary public of Vance County, North Carolina, certify that Joan N. Mercer personally appeared before me this day, and being duly sworn, stated that in her presence Terry M. Petrovick signed the foregoing instrument.



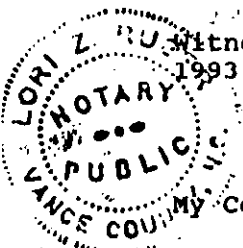
Witness my hand and official seal, this the 4th day of October, 1993.

Lori Z. Ruger (SEAL)
Notary Public

My Commission Expires: December 16, 1996

NORTH CAROLINA
VANCE COUNTY

I, Lori Z. Ruger, a notary public of Vance County, North Carolina, certify that Joan N. Mercer personally appeared before me this day, and being duly sworn, stated that in her presence Dorothy C. Petrovick signed the foregoing instrument.



Witness my hand and official seal, this the 5th day of October, 1993.

Lori Z. Ruger (SEAL)
Notary Public

My Commission Expires: December 16, 1996

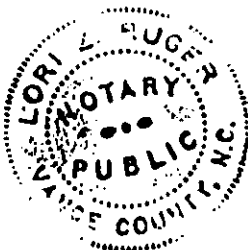
NORTH CAROLINA
VANCE COUNTY

I, Lori Z. Ruger, a notary public of Vance County, North Carolina, certify that Joan N. Mercer personally appeared before me this day, and being duly sworn, stated that in her presence Mathew L. Petrovick signed the foregoing instrument.

Witness my hand and official seal, this the 4th day of October, 1993.

Lori Z. Ruger (SEAL)
Notary Public

My Commission Expires: December 16, 1996



BOOK 636 PAGE 728

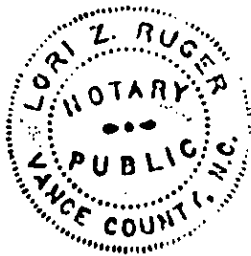
NORTH CAROLINA
VANCE COUNTY

I, Lori Z. Ruger, a notary public of Vance County, North Carolina, certify that Joan N. Mercer personally appeared before me this day, and being duly sworn, stated that in her presence Lorraine M. Petrovick signed the foregoing instrument.

Witness my hand and official seal, this the 4th day of October, 1993.

Lori Z. Ruger (SEAL)
Notary Public

My Commission Expires: December 16, 1996



STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Lori Z. Ruger, a Notary Public
of Vance County, NC (are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Granville County, N. C., in Book 636, Page 721.

This 6th day of October, A.D., 1993 at 10:37 o'clock A. M.
Recorded and verified: Shirley E. Ford By Becky C. Roach
Register of Deeds Ass/Deputy Register of Deeds
22.00 Rec. Fees \$ _____ Stamps _____