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Granville County, NC
Kathy M. Adcock Reg of Deeds
BK 1493 PG 436-444

State of North Carolina

Shared Driveway Easement and Agreement

County of Granville

This Agreement is entered into this the 15th day of November, 2013, by and between John T. Parrott, an individual residing at 408 W. Durham Avenue in Creedmoor, Granville County, North Carolina ("Parrott") and Jimmy F. Hundley, Jr. and wife Cindy W. Hundley ("Hundleys"), individuals residing at 406 W. Durham Avenue in Creedmoor, Granville County, North Carolina.

WITNESSETH

Whereas, Parrott is the owner of 408 N. Durham Avenue being legally described as Lot 11 as shown on that plat recorded in Plat Book 4, Page 47, Granville County Registry; and

Whereas, the Hundleys are the owners of 406 N. Durham Avenue being legally described as Lot 12 as shown on that plat recorded in Plat Book 4, Page 47, Granville County Registry; and

Whereas, Lot 12 is serviced by a shared driveway which crosses over Lot 11 to N. Durham Avenue; and

Whereas, the Hundleys desire to confirm their right by easement to use said driveway as a means of access to their property; and

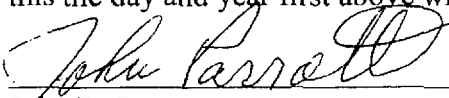
Whereas, Parrott is willing to grant said easement to the Hundleys as provided for herein.

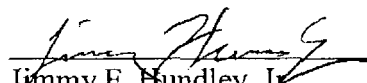
Now Therefore, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

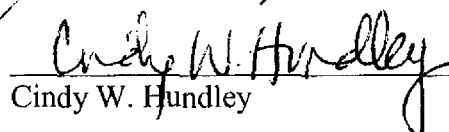
1. That Parrott hereby grants to the Hundleys, their heirs, successors and assigns a nonexclusive easement for ingress, egress and regress from Lot 12 to N. Durham Avenue over and across the shared driveway as it now exists on Lot 11.

2. That attached hereto and incorporated herein by reference is a document handwritten by Parrott. Said document sets forth the rules and regulations to be followed by the parties, their heirs, successors and assigns in regard to the shared driveway and the drainage ditches that service the properties. The parties agree to be bound by said rules and regulations.

IN TESTIMONY WHEREOF, the parties have hereunto each set their hand and seal this the day and year first above written.

 (SEAL)
John R. Parrott

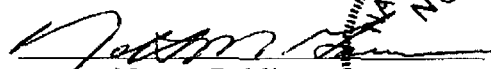
 (SEAL)
Jimmy F. Hundley, Jr.

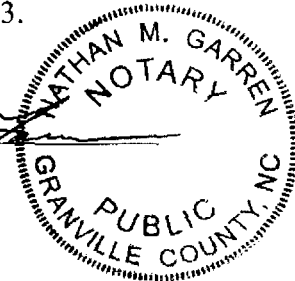
 (SEAL)
Cindy W. Hundley

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, a Notary Public of the County and State aforesaid, certify that John R. Parrott, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial stamp or seal, this 15th day of November, 2013.

My Commission Expires: 10/08/17

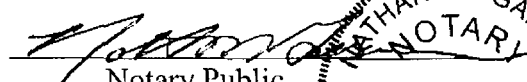

Notary Public

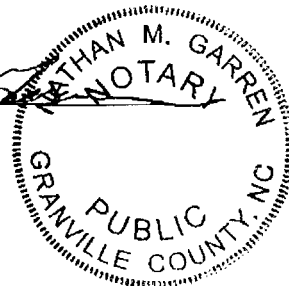


STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, a Notary Public of the County and State aforesaid, certify that Jimmy F. Hundley, Jr. and wife Cindy W. Hundley personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial stamp or seal, this 15th day of November, 2013.

My Commission Expires: 10/08/17


Notary Public



Jimmy and Cindy Kunkley
406 N. Durham Hwy.
Greensboro N.C. 27522

"A Grant of Right of Passage"

Right of Passage

This instrument is designed to assure anyone owning the property located at 406 N. Durham Avenue in Creedmoor, N.C. that a right to enter the drive located at the south most end of the property at 408 N. Durham Avenue (Or 7070) Creedmoor, N.C., presently owned by John Carroll, and to traverse this property (existing drive) to the contiguous property of 406 N Durham Avenue Creedmoor N.C..

A drainage system that takes in both properties (406 + 408) is designed to remove water from the precipitous topography of both properties.

This system, as described below,

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cannot be altered unless the change is a demonstrable improvement and then both parties (owners) must agree to the alteration.

Each owner must be financially responsible for maintenance the drainage system might require on their particular property. This would include keeping gutters and down spouts on main house clean and free of debris at all times and leaves and limbs that might clog ditches, as well as wind blown or discarded trash must be kept clean.

This applies to the portion of the ditches (2) originating on 406's property as well as the road ditch (a part of the drainage system) running in front of the property.

Likewise 408 will be responsible

for keeping³ leaves and trash
that emanate from on this property
blown free of system. This applies to
the road ditch in front of the property
which is a part of the drainage system.

A complete cleaning of the on-
property ditches will be done every
five years or as needed. This means
removal of rocks from ditches
enabling the removal of accumulated
sediment. Rocks will be replaced in
original ditch bed by hand.

As natural erosion takes place
across the drive system a replacement
of gravel and soil (crush-run) will be
required and both owners will be
responsible for this expenditure.

Open ground will be covered with
grass or straw to prevent soil
erosion into ditch system. When grass
is being mowed the mower must

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direct cut grass away from the ditch system. Also cuts what can be determined actually.

Drainage System Components:

- (1) The gutter & downspout system on 406's main house.
- (2) Underground pipes to move water from house to ditches.
- (3) Two inland ditches originating on 406's property.
 - A. Back ditch empties on 408's property.
 - B. Front inland ditch empties into P.O.T. ditch to the left of 408's drive located on south most end of the drive culvert.
- (4) The P.O.T. ditch running in front of 406's and 408's property.
- (5) The smooth plain that the drive way crosses.

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- (6) The circle of gravel at the corner of 406's property
- (7) Two chutes down the front embankment to prevent erosion of bank.

Rules of The Drive 2 by:

1. Entering and exiting must be done slowly as not to disturb the gravel bed.
2. A place to turn around and park must be provided on the 406 property for that traffic pertaining to it to maneuver.
3. No backing down the drive from the 406 property on to property of 408.
4. All 406's traffic must turn around on that property and do a forward exit from both properties. (This prevents ditches from being backed into and vehicles in 408's yard from being backed into.)

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Failure to abide by the stipulations set forth in this document will render this instrument invalid and cancel the right of 406's owners and related traffic to use drive.

The 406 owners must be adherent in the application of the stipulations enunciated herein. A need to remind will not be acceptable.

Any change in landscape must be congenial to the drainage system as it is on the date of this agreement.

A right of passage is hereby granted (without charge) in perpetuity to the owner of the 406 property as long as the stipulations set forth in this document are abided by.