

Doc ID: 002402950007 Type: CRP
Recorded: 07/29/2009 at 03:27:00 PM
Fee Amt: \$32.00 Page 1 of 7
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK 1321 PG 506-512

Prepared by and return to:

WATSON, DUNLOW & WILKINSON, P.A.
P.O. Box 100
Oxford, NC 27565

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

**DEED OF EASEMENT
AND ROAD MAINTENANCE
AGREEMENT**

THIS DEED OF EASEMENT AND ROAD MAINTENANCE AGREEMENT ("Agreement") made and entered into this the 28th day of July, 2009 by and between the Party of the First Part, **SHELTON HILLS PROPERTY OWNERS' ASSOCIATION** ("Shelton Hills Association") and the Parties of the Second Part, **RONALD STARK** and wife, **NICKY STARK** ("Stark"); **PENELOPE A. BROCK** ("Brock"); and **TAE HEE JEON** and wife, **JI SUN LEE** ("Jeon").

WITNESSETH

WHEREAS, Shelton Hills Association is a homeowners' association which governs the affairs of lots in the Shelton Hills Subdivision pursuant to that certain document entitled "Protective Covenants, Private Road Maintenance Provisions and Reservations of Easements for Shelton Hills Subdivision", recorded in Book 254, Page 293, of the Granville County Registry, as amended from time to time (the "Protective Covenants").

WHEREAS, Stark, Brock and Jeon are the owners of property on the west side of Wingate Creek Road in Walnut Grove Township, Granville County, North Carolina, consisting of Tracts 2, 3 and 4 as shown on a plat and survey of Barry H. Oakes, Surveying Company, P.A., entitled "Survey for J.W. Black, dated September 5, 2003, recorded in Plat Book 29, Page 17 of the Granville County Registry ("Tracts 2, 3 and 4"); and more specifically, Stark are the owners of Tract 4; Brock is the owner of Tract 3; and Jeon are the owners of Tract 2.

WHEREAS, Tracts 2, 3 and 4 are not a part of the Shelton Hills Subdivision and absent this Agreement between the parties, Stark, Brock and Jeon, and their respective successors and assigns, did not have clear rights of ingress, egress and regress to their properties upon, over and across the private streets of Shelton Hills Subdivision prior to entry of the Order and Judgment in Civil Action No. 08 CVS 29, Granville County Superior Court.

WHEREAS, all parties identified herein enter into this Agreement for the purpose of settling and resolving all issues arising in the above-referenced Civil Action, allowing Stark, Brock and Jeon, and their respective successors and assigns, rights of ingress, egress and regress to their properties upon, over and across the private streets of Shelton Hills Subdivision, and for the purpose of clearly establishing the duties and obligations associated with said rights.

NOW, THEREFORE, subject to the terms, covenants and conditions set forth below, and for and in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, Shelton Hills Association does hereby give, grant and convey unto Stark, Brock and Jeon, their heirs, successors and assigns, their family members, tenants and guests, a perpetual easement appurtenant for vehicular and pedestrian ingress and egress upon, over and across the private streets of Shelton Hills Subdivision as shown on those certain plats recorded in the Granville County Registry as follows: Plat Book 9, Page 232; Plat Book 9, Page 261; Plat Book 9, Page 277; Plat Book 11, Page 35; Plat Book 11, Page 90; Plat Book 15, Page 21; Plat Book 15, Page 125; Plat Book 19, Page 199; Plat Book 25, Page 8; and Plat Book 27, Page 102. THE FOREGOING EASEMENT IS GRANTED SUBJECT TO THE FOLLOWING TERMS, COVENANTS AND CONDITIONS:

1. Stark, Brock and Jeon agree for themselves, their successors and assigns to each pay an annual road maintenance fee of One Hundred and Five Dollars (\$105.00) per year to Shelton Hills Association. Said road maintenance fee shall be first due and payable on March 1, 2010, and the road maintenance fee shall be due and payable on the same day of each successive year thereafter. The parties agree that maintenance of the private roads within the subdivision extends to that portion of Wingate Creek Road that is adjacent to the property of Stark, Brock, and Jeon, and that portion of Wingate Creek Road will be maintained to the same standard as all other roadways within Shelton Hills subdivision. Shelton Hills Association shall provide to Stark, Brock, and Jeon and their successors in interest the same information regarding use of the funds collected for road maintenance as is provided to members of Shelton Hills Association.
2. The road maintenance fee as outlined herein may increase by up to ten percent (10%) per year, but in no given year shall said road maintenance fee increase by a percentage greater than that same year's increase in the dues assessed to property owners in Shelton Hills Subdivision for road maintenance. If within a calendar year there is no increase in the dues assessed to property owners in Shelton Hills Subdivision, then within that same calendar year there shall be no increase in the annual road maintenance fee owed by Stark, Brock, Jeon and their successors and assigns.
3. Stark, Brock and Jeon, their respective successors and assigns, shall be responsible for any special road assessments that apply to Wingate Creek Road and shall bear said responsibility for assessments in an amount equal to and on the same basis as property owners in the Shelton Hills Subdivision. Notwithstanding the above, any special assessments for changing existing Wingate Creek Road to a paved road will require the written approval of Stark Brock and Jeon and their successors in interest to be chargeable to Stark Brock or Jeon and their successors in interest. Any special assessment for maintenance and repair of the culvert adjoining Highway 158 will only require the vote of Stark, Brock, and Jeon.

4. The portion on the west side of the 60' right-of-way not presently used within the 15' wide existing Wingate Creek Road shall be maintained by the adjoining property owners in a manner comparable to the maintenance of the right-of-way margin by adjoining property owners in Shelton Hills Subdivision to wit: grass shall be maintained and mowed so as to not be more than 10" in height, no new trees shall be planted within the existing 60' right-of-way and said existing right-of-way shall be maintained clear of brush and undergrowth. At the election of Stark, Brock and Jeon, they may each pay on annual basis One Hundred and Five Dollars (\$105.00) to have Shelton Hills contract for landscaping services to meet the requirements of this paragraph. Should any or all of the them decide to have Shelton Hills provide this service then payment shall be made on or before March 1 of each year.

5. Stark, Brock and Jeon agree for themselves, their successors and assigns to install and maintain adequate culvert pipes on driveways accessing their properties as applicable and required by the Protective Covenants at such time as a permanent driveway is installed on their respective properties.

6 The use of the roadways in Shelton Hills subdivision, including Wingate Creek Road, to access lots 2, 3, and 4 of Plat Book 29, page 17 shall be limited to traffic related to purposes permitted by the Granville County zoning ordinance applicable to such properties as of June 12, 2009.

7. This Agreement may be amended or terminated only by a further written agreement signed by Shelton Hills Association or its successors or assigns and the then-owners of the Stark, Brock & Jeon properties.

8. Any sums due to the Shelton Hills Association pursuant to this Agreement and owing by Stark, Brock and Jeon, their successors and assigns that remain unpaid shall become a lien against the appropriate tract of land, subordinate only to ad valorem taxes and mortgage liens and may be collected by Shelton Hills Association through civil action instituted for such purposes.

9. At such time as the roads within the Shelton Hills Subdivision are dedicated for public use then this Road Maintenance Agreement expires as of the date of acceptance of the receiving municipality or state department responsible for providing maintenance of the roads.

10. The rights and agreements as contained herein shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns. Any reference to Shelton Hills Association, Stark, Brock or Jeon shall be deemed to include their respective heirs, successors and assigns, as appropriate, it being the intent of this Agreement that the then-owners of the respective properties shall have the rights and be burdened with the obligations set forth herein.

11. To assist with the execution of this Agreement, the parties agree that this Agreement may be executed in separate counterparts, all of which will be considered originals

The remainder of this page is intentionally left blank

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

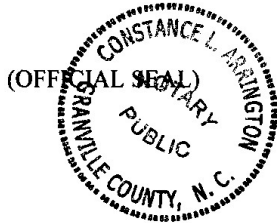
SHELTON HILLS PROPERTY OWNERS' ASSOCIATION

By: Leonard R. Yager
Title: President

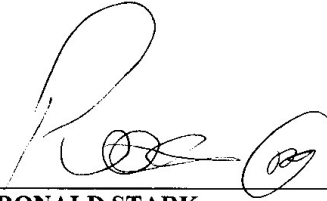
STATE OF NORTH CAROLINA
COUNTY OF Granville

I, the undersigned Notary Public for the County of Granville and State of North Carolina, do hereby certify that Leonard R. Yager, either (☒) personally known to me or (☐) proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged that he/she is the President of Shelton Hills Property Owners' Association, and that on behalf of said association he/she duly executed of the foregoing instrument for the purposes stated therein.

Witness my hand and notarial seal, this 28 day of July 2009.



Constance L. Arrington
Notary Public
Constance L. Arrington
My commission expires: 9/1/2012


RONALD STARK

NICKY STARK

STATE OF NY
COUNTY OF Westchester

I, the undersigned Notary Public for the County of Westchester and State of NY, do hereby certify that **RONALD STARK**, either (☒) personally known to me or (☐) proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/they for the purposes stated therein.

Witness my hand and notarial seal, this 21 day of July, 2009.

(OFFICIAL SEAL)
Carolyn Rottjer
Notary Public- State of New York
No.#01RO6064278
Qualified in Putnam County
My Commission Expires 09/24/2009

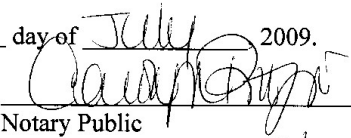

Notary Public
My commission expires: 9/24/09

STATE OF NY
COUNTY OF Westchester

I, the undersigned Notary Public for the County of Westchester and State of NY, do hereby certify that **NICKY STARK**, either (☒) personally known to me or (☐) proven by satisfactory evidence (said evidence being NY SD), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/they for the purposes stated therein.

Witness my hand and notarial seal, this 21 day of July, 2009.

(OFFICIAL SEAL)
Carolyn Rottjer
Notary Public- State of New York
No.#01RO6064278
Qualified in Putnam County
My Commission Expires 09/24/2009


Notary Public
My commission expires: 9/24/09

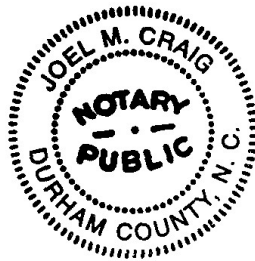
Penelope A. Brock
PENELOPE A. BROCK

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, the undersigned Notary Public for the County of Durham and State of North Carolina, do hereby certify that **PENELOPE A. BROCK**, either (☒) personally known to me or () proven by satisfactory evidence said evidence being personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

Witness my hand and notarial seal, this 17 day of July, 2009.

(OFFICIAL SEAL)



Joel M. Craig
Notary Public
JOEL M CRAIG

My commission expires: 6/16/14

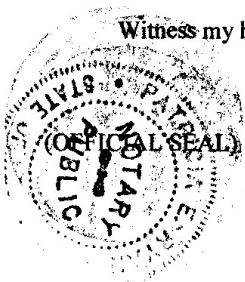
TAE HEE JEON

JI SUN LEE

STATE OF New York
COUNTY OF ROCKLAND

I, the undersigned Notary Public for the County of ROCKLAND and State of New York, do hereby certify that TAE HEE JEON, either () personally known to me or () proven by satisfactory evidence (said evidence being personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/they for the purposes stated therein. NYS DRIVERS LIC # 26902 263

Witness my hand and notarial seal, this 10th day of JULY, 2009.



PATRICIA E. RYAN
Notary Public, State of New York
Qualified in Rockland County
No. 4983380
Commission Expires 8/20/2011
Notary Public

My commission expires: AUG 20, 2011

STATE OF New York
COUNTY OF ROCKLAND

I, the undersigned Notary Public for the County of ROCKLAND and State of New York, do hereby certify that JI SUN LEE, either () personally known to me or proven by satisfactory evidence (said evidence being NYS DRW LIC 589595540), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/they for the purposes stated therein.

Witness my hand and notarial seal, this 10 day of JULY, 2009.



PATRICIA E. RYAN
Notary Public, State of New York
Qualified in Rockland County
No. 4983380
Commission Expires 8/20/2011
Notary Public

My commission expires: AUG 20, 2011