Hold For: David R. Shearon

BK5527PG0601

STATE OF NORTH CAROLINA
COUNTY OF WAKE

000036

DRIVEWAY MAINTENANCE AGREEMENT

FILED FOR REGISTRATION
93 MAR 12 AM 9:48
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

This Driveway Maintenance Agreement is made and entered into as of the 1st day of March, 1993, by and between Garland Eugene Hoke and wife Annie R. Lee Hoke and Andrea Leigh Hoke (unmarried).

Garland Eugene Hoke and wife Annie R. Lee Hoke are the owners of Lot 1 of the Subdivision of the property of Garland Eugene Hoke and Annie R. Hoke per Book of Maps 1992, Page 1149, of the Wake County, North Carolina Registry. Andrea Leigh Hoke is the owner of Lot 2 of said subdivision by virtue of the deed to her recorded in Book 5381 at Page 857 of the Wake County Registry.

Lots 1 and 2 are adjoining lots, both of which front on Mitchell Mill Road (SR 2224). Lots 1 and 2 are both subject to and have the benefit of a 30.06 foot right-of-way, the center line of which begins at the northeast corner of Lot 1 and the northwest corner of Lot 2 and runs along the common boundary line between Lots 1 and 2 a distance of 30 feet. The right-of-way extends 15.03 feet on each side of the center line. The right-of-way is more fully described in the deed to Andrea Leigh Hoke recorded in Deed Book 5381 at Page 857 of the Wake County Registry.

For and in consideration of the premises, the parties agree as follows:

1. Until such time as the owner or owners of Lot 2 (or any persons claiming through the owner or owners of Lot 2) commence use of that portion of the 30.06 foot right-of-way located upon Lot 1, the owner or owners of Lot 1 shall be fully responsible for and shall bear all costs for the maintenance and repair of that portion of the 30.06 foot wide right-of-way located upon Lot 1. From and after the date the owner or owners of Lot 2 (or those claiming through the owner or owners of Lot 2) commence using any portion of the 30.06 foot wide right-of-way located upon Lot 1, the owners of Lots 1 and 2 shall be equally responsible for, and shall equally bear all expenses relating to, the repair and maintenance of that portion of the 30.06 foot wide right-of-way located upon Lot 1.

2. Until such time as the owner or owners of Lot 1 (or any persons claiming through the owner or owners of Lot 1) commence use of that portion of the 30.06 foot right-of-way located upon Lot 2, the owner or owners of Lot 2 shall be fully responsible for and shall bear all costs for the maintenance and repair of that portion of the 30.06 foot wide right-of-way located upon Lot 2. From and after the date the owner or owners of Lot 1 (or those claiming through the owner or owners of Lot 1) commence using any portion of the 30.06 foot wide right-of-way located upon Lot 2, the owners of Lots 1 and 2 shall be equally responsible for, and shall equally bear all expenses relating to, the repair and maintenance of that portion of the 30.06 foot wide right-of-way located upon Lot 2.

3. This Agreement shall be binding upon the parties to this Agreement as the owners of Lots 1 and 2 and shall be binding upon their successors in interest. This Agreement is intended to and shall run with the land.

Witness the hands and seal of the parties as of the day and year first above written.

Garland Eugene Hoke (SEAL)
Garland Eugene Hoke

Annie R. Lee Hoke (SEAL)
Annie R. Lee Hoke

Andrea Leigh Hoke (SEAL)
Andrea Leigh Hoke

AGREE.DOC

BK5527PG0602

STATE OF NORTH CAROLINA, Wake COUNTY

I, David R Shearon, a Notary Public of said County and State, do hereby certify that Garland Eugene Hoke personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 11th day of March, 1993.

My Commission Expires: 3/15/94

Notary Public

DAVID R. SHEARON NOTARY PUBLIC WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA, Wake COUNTY

I, David R. Shearon, a Notary Public of said County and State, do hereby certify that Annie R. Lee Hoke personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 11th day of March, 1993.

My Commission Expires: 3/15/94

Notary Public

DAVID R. SHEARON NOTARY PUBLIC WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA, Wake COUNTY

I, David R. Shearon, a Notary Public of said County and State, do hereby certify that Andrea Leigh Hoke personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 11th day of March, 1993.

My Commission Expires: 3/15/94

Notary Public

DAVID R. SHEARON NOTARY PUBLIC WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA, _____ COUNTY

The foregoing certificate(s) of _____ Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

David R. Shearon

Notar(y)(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By: Barbara Elliott
Asst./Deputy Register of Deeds