

Prepared by: Justin Taylor, Attorney at Law, PLLC
Mail to: GRANTEE
No Title Examination or Tax Advice Given

STATE OF NORTH CAROLINA

ACCESS AND
MAINTENANCE AGREEMENT

COUNTY OF CLEVELAND

THIS AGREEMENT, made and entered into this 12 day of June, 2023 by and between **LINDA RANDALL DAVIS** (hereinafter "GRANTOR"), and **LINDA RANDALL DAVIS** (hereinafter "GRANTEE") (GRANTORS and GRANTEE collectively hereinafter known as the "PARTIES").

WITNESSETH:

WHEREAS, GRANTOR is the owner of the property located at CHARLIE RANDALL RD, LAWDALE, NC 28090 (REID 57420)(hereinafter "LOT 1"); and,

WHEREAS, GRANTEE is the owner of the property located at CHARLIE RANDALL RD, LAWDALE, NC 28090 (REID 62096)(hereinafter "LOT 2"); and,

WHEREAS, GRANTEE accesses LOT 2 via a private driveway which runs from the public right of way of CHARLIE RANDALL ROAD and crosses the Northwest corner of LOT 1, and being more particularly described in Exhibit A attached hereto (hereinafter the "DRIVEWAY"); and,

WHEREAS, the PARTIES do not currently have a written agreement for maintenance and access for the DRIVEWAY; and,

WHEREAS, the PARTIES agree that it would be in their best interest to establish an agreement for maintenance, ingress, egress and regress for the DRIVEWAY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged by the PARTIES, it is agreed as follows:

1. The GRANTOR hereby grants unto the GRANTEE a non-exclusive easement in perpetuity for the purposes of ingress, egress and regress over the DRIVEWAY for access to LOT 2.
2. The PARTIES agree that no barriers or obstructions will be placed on any part of LOT 1 which would impede or in any way obstruct the free flow of traffic over the DRIVEWAY to access LOT 2.
3. The GRANTEE shall be solely responsible for maintenance, repairs, and improvements needed on the DRIVEWAY and shall keep the DRIVEWAY in a well-maintained state.
4. The PARTIES agree that the size and location of the DRIVEWAY cannot change without the express written consent of LOT 1.
5. The PARTIES agree that in the event that any subsequent easement or right-of-way that establishes alternative means of ingress and egress to LOT 2, through any other tract(s) of land that do not involve any portion of LOT 1, this Agreement shall be permanently and irrevocably dissolved and any use of the DRIVEWAY described herein from any parties not expressly authorized by the owner(s) of LOT 1 will be considered trespassing.
6. The PARTIES agree that any modification to this agreement shall require the express written consent of all PARTIES hereto and their heirs, successors, and assigns if applicable.
7. This agreement and easement shall run with the land and is appurtenant to the above described LOT 1 and LOT 2 and shall be binding on the PARTIES hereto and their heirs, successors, and assigns.

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

{SIGNATURES TO FOLLOW}

IN WITNESS THEREOF, the parties have hereunto set their hand and seal the day and year first written above.

GRANTOR:

X Linda Randall Davis (SEAL)
Linda Randall Davis



STATE: NC

COUNTY: Rutherford

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Linda Randall Davis personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal, this the 12 day of June, 2023

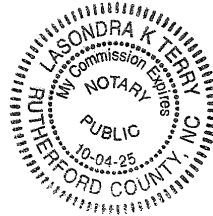
Lasondra K. Terry

My Commission expires: 10-04-25

IN WITNESS THEREOF, the parties have hereunto set their hand and seal the day and year first written above.

GRANTEE:

X Linda Randall Davis (SEAL)
Linda Randall Davis



STATE: NC

COUNTY Rutherford

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Linda Randall Davis personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal, this the 12 day of June, 2023

Lasondra K. Terry

My Commission expires: 10-04-25

EXHIBIT A

BEGINNING AT A MAG NAIL IN THE CENTER OF THE RIGHT-OF-WAY OF CHARLIE RANDALL ROAD, SAID MAG NAIL BEING THE SOUTHERNMOST POINT OF A 1.68 ACRE TRACT AS SHOWN IN PLAT BOOK 35, PAGE 142, CLEVELAND COUNTY REGISTRY; THENCE FROM SAID MAG NAIL NORTH 21 DEGREES 37 MINUTES 37 SECONDS EAST 101.48 FEET TO A POINT; THENCE NORTH 79 DEGREES 36 MINUTES 57 SECONDS EAST 87.45 FEET TO A POINT; THENCE SOUTH 21 DEGREES 37 MINUTES 37 SECONDS WEST 10 FEET; THENCE SOUTH 79 DEGREES 36 MINUTES 57 SECONDS WEST 77.45 FEET; THENCE SOUTH 21 DEGREES 37 MINUTES 37 SECONDS WEST 111.48 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 5 FEET TO A POINT IN THE CENTER OF THE RIGHT-OF-WAY OF CHARLIE RANDALL ROAD; THENCE NORTH 06 DEGREES 40 MINUTES 07 SECONDS EAST 10 FEET TO A MAG NAIL, THE POINT AND PLACE OF BEGINNING.