

**DECLARATION OF EASEMENT, JOINT
DRIVEWAY AND MAINTENANCE AGREEMENT**

Prepared by: D. Michael Parker
Return to: Wendy Fine, 3919 Regent Road, Durham, NC 27717

**NORTH CAROLINA
DURHAM COUNTY**

**THIS DECLARATION OF EASEMENT, JOINT DRIVEWAY AND
MAINTENANCE AGREEMENT**, made this 10th day of April, 2024, by
WENDY FINE, (an unmarried person) (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of those lots or parcels of land located in Triangle
Township, Durham County, North Carolina and being more particularly described as follows:

BEING all of **Lot 8R** as shown on the plat of survey entitled "**EXEMPT PLAT
RECOMBINATION OF LOTS 8R & 9R PLAT BOOK 193, PAGE 76
PROPERTY OF WENDY FINE**" by Credle Engineering Company, Inc. dated
April 15, 2023 and recorded in **Plat Book 209, page 127**, Durham County Registry
and to which plat reference is hereby made for a more particular description of the
same.

and

BEING all of **Lot 9R** as shown on the plat of survey entitled "**EXEMPT PLAT
RECOMBINATION OF LOTS 8R & 9R PLAT BOOK 193, PAGE 76
PROPERTY OF WENDY FINE**" by Credle Engineering Company, Inc. dated
April 15, 2023 and recorded in **Plat Book 209, page 127**, Durham County Registry
and to which plat reference is hereby made for a more particular description of the

same.

AND, WHEREAS, there exists a small portion of the driveway as shown on said Plat that is shared between the two lots that provides access to the said Lots 8R and 9R from Regent Road , and

AND, WHEREAS, the Declarant wishes to bind herself and her successors and assigns in title to provide for an easement for ingress and egress of the area shown on the said plat as a “SHARED DRIVEWAY” and for the maintenance thereof in perpetuity;

NOW, THEREFORE, the Declarant does hereby agree for herself and her heirs, successors and assigns in title to both of the said properties and with any and all persons or other entities hereafter acquiring either of the respective properties, that the same shall be subject to the following easement for ingress and egress, which easement rights shall be appurtenant to and run with the said properties and inure to the benefit of and be binding upon the successors and assigns of the Declarant and all other acquiring parties and persons.

Article 1. The real properties which are, and shall be, held, transferred, sold and conveyed subject to the easement set forth herein are the parcels located in Triangle Township, Durham County, and being more particularly described as follows:

BEING all of **Lot 8R** as shown on the plat of survey entitled “**EXEMPT PLAT RECOMBINATION OF LOTS 8R & 9R PLAT BOOK 193, PAGE 76 PROPERTY OF WENDY FINE**” by Credle Engineering Company, Inc. dated April 15, 2023 and recorded in **Plat Book 209, page 127**, Durham County Registry and to which plat reference is hereby made for a more particular description of the same.

and

BEING all of **Lot 9R** as shown on the plat of survey entitled “**EXEMPT PLAT RECOMBINATION OF LOTS 8R & 9R PLAT BOOK 193, PAGE 76 PROPERTY OF WENDY FINE**” by Credle Engineering Company, Inc. dated April 15, 2023 and recorded in **Plat Book 209, page 127**, Durham County Registry and to which plat reference is hereby made for a more particular description of the same.

Article 2. Declarant does hereby grant unto herself and all the future record owners of the aforesaid properties adjoining and abutting the “SHARED DRIVEWAY” area as shown on said plat perpetual ingress, egress and regress over and on area described below for access to the improvements located on the respective properties:

BEING all of that area labeled as "SHARED DRIVEWAY" on the plat of survey entitled "EXEMPT PLAT RECOMBINATION OF LOTS 8R & 9R PLAT BOOK 193, PAGE 76 PROPERTY OF WENDY FINE" by Credle Engineering Company, Inc. dated April 15, 2023 and recorded in **Plat Book 209, page 127**, Durham County Registry and to which plat reference is hereby made for a more particular description of the same.

TO HAVE AND TO HOLD the above-described easement as an appurtenance to the respective properties, which easement shall run with the respective properties forever.

Article 3. This Agreement shall run with and be appurtenant to the respective properties and shall be binding upon the heirs, successors, and assigns of the current and all future record owners of the aforesaid Lots. When used in this Agreement, the singular shall include the plural, the masculine shall include the feminine and the neuter, and vice versa, as the meaning may require.

Article 4. The respective property owners shall bear on a pro-rata basis all cost of maintaining the driveway so constructed over and across the joint driveway access easement as shown on said plat, this being each owner's pro-rata share for repairing the driveway area and if necessary, replacement of or additional drainage culverts or curbing. This Agreement shall apply only to the "SHARED DRIVEWAY" area that provides access to the respective properties but not to any of the driveway that lies exclusively on the respective lots. which shall be the sole responsibility of that property owner.

Each owner's pro-rata share of the maintenance costs of said driveway over and across the joint driveway access easement as shown on said plat shall be the total cost of maintenance divided equally between the lots. Each owner's pro-rata share of the maintenance cost of said driveway over and across the joint driveway access easement as shown on said plat shall be due and owing to whichever other owner initiated the maintenance enforcement within 10 days of such repairs. If not paid by that time, the initiating owner may file suit for the same and the prevailing party shall be entitled to recover the unpaid pro-rata share of the maintenance cost of said the driveway over and across the joint driveway access easement as shown on said plat, any costs and expenses including but not limited to reasonable attorney fees.

Article 5. This agreement is to govern the maintenance of the driveway over and across the joint driveway access easement as shown on said plat when subject to ordinary use. If any owner liable under this agreement shall cause any extraordinary wear and tear on or damage

to the driveway over and across the joint driveway access easement as shown on said plat by using or causing the use by others of the driveway over and across the joint driveway access easement for the transportation of building materials, well drilling equipment, heavy trucks or other heavy use beyond ordinary access, said owner shall be responsible to pay such extraordinary costs of maintenance as is caused by such use. The Party responsible for such damage by extraordinary use shall pay for the necessary repairs within 10 days of such repairs being made. If not paid by that time, the initiating owner may file suit for the same and the prevailing party shall be entitled to recover the unpaid pro-rata share of the maintenance cost of said the driveway over and across the joint driveway access easement as shown on said plat, any costs and expenses including but not limited to reasonable attorney fees.

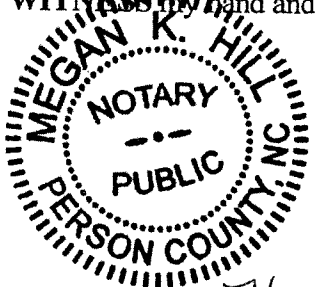
IN WITNESS WHEREOF, the Declarant has hereunto set her hand and seal, all the day and year first above written.

WENDY FINE (SEAL)

STATE OF NC
COUNTY OF Person

I, Megan K Hill, Notary Public of the county and state aforesaid, do hereby certify that WENDY FINE personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 10th day of April, 2024.



Megan K Hill
Notary Public

Megan K Hill
Print or type Name of Notary Public

My Commission Expires: 7/25/2024