

Type: CONSOLIDATED REAL PROPERTY
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Fee Amt: \$26.00 Page 1 of 7
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1971 PG 626 - 632

Prepared by and return to: Chris Willett, Beemer, Hadler & Willett, P.A., 1829 E. Franklin Street, Suite 800B, Chapel Hill, NC 27514

Tax Parcels: 099000770916, 099000679267

NORTH CAROLINA
GRANVILLE COUNTY

DRIVEWAY DEDICATION FOR CROSS ACCESS

THIS DRIVEWAY DEDICATION FOR CROSS ACCESS is made and granted this 5th day of January, 2024, by JULIE WRIGHT, unmarried and JOHN U. TATE and spouse, JENNIFER B. TATE, North Carolina persons (hereinafter collectively "Declarant").

WITNESSETH

WHEREAS, Declarant is the record owner of the parcel described as Lot 6 on that certain plat of survey titled "Exemption Plat for Julie Wright, John U. Tate" dated December 5, 2022 and recorded in Plat Book 52, Page 18, Granville County Registry (hereinafter "Lot 6");

WHEREAS, Declarant is the record owner of the adjacent parcel described as Lot 7 on that certain plat of survey titled "Exemption Plat for Julie Wright, John U. Tate"

submitted electronically by "Beemer, Hadler & Willett, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Granville County Register of Deeds.

dated December 5, 2022 and recorded in Plat Book 52, Page 18, Granville County Registry (hereinafter "Lot 7");

AND WHEREAS, Declarant wishes to dedicate a 20 foot private access easement located on Lot 6 to provide cross access to Rivers Edge Road for the benefit of the Lot 7, said easement area being described as "Proposed 20' Private Access Easement" on the aforesaid Plat Book 52, Page 18, Granville Registry.

NOW, THEREFORE, in consideration of the Premises as well as other good and valuable consideration, the receipt of all of which is hereby fully acknowledged Declarant for itself, its successors and assigns, does hereby give, grant and covenant as follows:

1. Driveway Easement for Cross Access. Declarant hereby dedicates, grants and reserves over Lot 6 for the non-exclusive benefit of Lot 7 the easement area described as "Proposed 20' Private Access Easement" on the aforesaid map recorded at Plat Book 52, Page 18, Granville Registry (hereinafter the "Easement Area") for the purposes of pedestrian and vehicular egress, ingress and regress from Lot 7 to Rivers Edge Road. Lot 7 owners' use of the Easement Area shall be non-exclusive, no parking shall be allowed in the Easement Area and nothing in this Agreement shall be interpreted to expand the Easement Area for any reason.

This easement granted herein over the said areas shall be appurtenant to and run with the title to the Lot 7 and shall inure to the benefit of Declarant, its successors and assigns, and each subsequent owner of the Lot 7, together with any agents, licensees and invitees. The easement herein conveyed shall burden Lot 6 and be binding upon the Declarant and its successors and assigns, including their successors

in title to the Declarant's property.

2. Purposes. The purpose of the easement herein conveyed and dedicated shall be to provide for a driveway for Lot 7 to access Rivers Edge Road. The grant of said easement over and across the Easement Area and the benefits from said grant are not intended to create, and shall not be construed as creating, any rights in or for the benefit of the general public or the owners of any tract or parcel of land other than Declarant's property, being Lot 7 and Lot 6.

3. Construction, Maintenance and Repair. All construction, maintenance and repair costs for the Easement Area to be kept in passable and attractive condition shall be borne by the owner of Lot 7 unless damage to the Easement Area is caused by the gross negligence or intentional actions of the owner of Lot 6, in which case the owner of Lot 6 shall be responsible for the costs of such repair, to the extent caused the gross negligence or intentional actions of the owner of Lot 6. In the event that a defaulting owner shall fail to timely perform reasonable and necessary repairs and maintenance of the Easement Area, the non-defaulting owner may give the defaulting owner a written demand for performance of its maintenance obligation. This notice shall specifically identify the repairs and/or maintenance demanded to be performed. If defaulting owner shall fail, within ten (10) days of the date of the notice, to commence and thereafter diligently pursue completion of the specified repairs and/or maintenance, the non-defaulting owner shall then be entitled to cure the defaulting owner's failure and to charge the defaulting owner all costs reasonably incurred by the non-defaulting owner in performing such cure.

4. Duration. The easement and rights granted in this Agreement shall be

perpetual and shall be enforceable by suit for specific performance and injunctive relief in addition to any other remedy provided by law or equity. In any litigation arising hereunder, the prevailing party shall be entitled to reasonable attorneys' fees in addition to all other costs and expenses thereof, including costs on appeal.

5. **Barriers.** Neither the owner of Lot 6 nor Lot 7 shall construct any barrier, fence or other obstruction that impedes or interferes in any way with the full and complete use and enjoyment of the easement rights granted herein.

6. **Warranties of Title.** Declarant warrants that it has good and indefeasible fee simple title to its properties (subject to deeds of trust and other matters of record), that it has the right to grant these easements, and that it will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

7. **Conditions.** The grant of this easement herein shall be perpetual and non-exclusive.

8. **Indemnification.** The Lot 7 owner and its heirs, successor and assigns shall indemnify and save and hold the Lot 6 owner, its heirs, successors and assigns, harmless and free from any and all damage, liability, injury and/or causes of action, of whatsoever nature or kind, arising out of the Easement aside from damages, liabilities or injuries caused by the intentional actions of the Lot 6 owners, their invitees or their agents. To the fullest extent permitted by North Carolina law, the Lot 7 owner shall defend, indemnify and hold harmless the Lot 6 owner from any and all labor and material liens for the Easement.

9. **Running of Benefits and Burdens.** All provisions of this Easement, including the benefits and burdens are binding upon Declarant and its respective

successors and assigns. The grant and reservation of easements and obligations herein shall run with the land of Lot 6 and Lot 7, and be appurtenant thereto and are binding upon and inure to the successors and assigns of Declarant.

TO HAVE AND TO HOLD all singular rights, privileges, obligations and easements as aforesaid in along, upon and through the Easement Area on the Property shown on Plat Book 52, Page 18, Granville Registry The designation of Declarant as used here shall include its singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, Declarant has caused this Agreement to be duly executed as of the day and year first above written.

Declarant

John U. Tate (Seal)
John U. Tate

Jennifer B. Tate (Seal)
Jennifer B. Tate

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Lauren L. Key, a notary public in and for said County and State do hereby certify that the following persons personally appeared before me this day, and acknowledged the due execution of the foregoing document: John U. Tate and Jennifer B. Tate, Declarant.

Date: December 19th 2023

My commission expires:

July 11th 2027
Lauren L. Key
Notary Public

[NOTARY SEAL BELOW]

