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Buncombe County, NC
Drew Reisinger Register of Deeds
BK 5618 Pg 1455-1457

✓ After recordation return to
Mountain Realty Builders, LLC
PO Box 19660
Asheville, NC 28815-1660

Cross Reference to
Plat Book 170 Page 85 and
Deed Book 5514 Page 1336

SHARED DRIVEWAY AND MAINTENANCE AGREEMENT

This Shared Driveway and Maintenance Agreement dated this 12th day of December, 2017 between Mountain Realty Builders, LLC (as owner of 21 Woodfin Avenue, Asheville, NC 28804) and Mountain Realty Builders, LLC (as owner of 27 Woodfin Avenue, Asheville, NC 28804), collectively referred to as Users

Background of Agreement

Users are owners of adjacent properties in Buncombe County, North Carolina as described on that certain Plat filed of record with the Register of Deeds, Buncombe County, North Carolina at Plat Book 170 Page 85. Such lots are shown as 21 Woodfin Ave (PIN 9730529722) and 27 Woodfin Ave (PIN 9730620720) on said Plat.. The Users own properties that abut each other and have access from Woodfin Ave. The Users will construct a driveway that services both properties. The Users have determined that it is in their mutual interest to have executed and recorded an agreement for sharing the costs of maintenance and repair of the driveway. The purpose of this agreement is to place into writing the mutual rights and obligations of the Users of the driveway which will be jointly maintained.

Agreement

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the Users agree as follows:

1. Description of Driveway. The driveway will be built of concrete conforming to the building codes of Buncombe County, North Carolina currently in force at the time the driveway is constructed. A portion of the driveway is shared between 21 and 27 Woodfin Avenue and is known as the Shared Portion (see next paragraph) The driveway shall be 12'
2. Description of Shared Portion of Driveways for 21 and 27 Woodfin Avenue. The Shared Driveway and Maintenance Agreement (hereinafter "Shared Portion") affects the portion of the driveway leaving Woodfin Avenue and traversing across the side of 21 Woodfin Avenue in a straight line until it crosses the shared property line into 27 Woodfin Avenue. Both 21 and 27 Woodfin Avenue owners each use this portion of the driveway to access their property The remainder of the driveway is on 27 Woodfin Avenue and is unaffected by the sharing portion of this agreement The portion of the driveway for 21 Woodfin Ave that is in front of the front door of 21 Woodfin Ave is not part of this shared portion..
3. Grant of Easement. The owner of 21 Woodfin Avenue grants to the owner of 27 Woodfin Avenue a permanent easement over and across the shared portion of the driveway exiting Woodfin Avenue and traversing across 21 Woodfin Avenue driveway to the common boundary line with 27 Woodfin Avenue for the purpose of ingress, egress and regress to 27 Woodfin Avenue. This easement is 12' wide, the width of the driveway.
4. Sharing of Costs and Expenses The Users shall share the construction, maintenance and repair costs as follows:
21 Woodfin Avenue Owner, his/her successors and assigns shall pay one-half the construction, maintenance and repair of the Shared Portion
27 Woodfin Avenue Owner, his/her successors and assigns shall pay one-half the construction, maintenance and repair of the Shared Portion
Owners of 21 Woodfin Ave and 27 Woodfin Ave, their successors and assigns are each responsible for the full cost of construction, maintenance and repair of any portion of their respective driveways not included in the Shared Portion
5. Non-Blocking of Shared Portion Owners of the Shared Portion of 21 and 27 Woodfin Avenue agree not to obstruct the free flow of ingress, egress, and regress across the Shared Portion by placing or leaving objects in the Shared Portion that would restrict movement
6. Immediate Clearing of Shared Portion It is the intent of this Agreement that each User shall immediately traverse the Shared Portion to their own respective driveway and not linger in the Shared Portion

7. Access to Shared Portion from Woodfin Avenue. Each User agrees not to obstruct access to the Shared Portion by obstructing movement from Woodfin Avenue onto the Shared Portion for the purposes of ingress, egress and regress.
8. Maintenance in Conformity with Current Building Codes Each User agrees to maintain the Shared Portion in conformity with all applicable building codes of Buncombe County and ordinances of the Town of Woodfin, North Carolina in force at the time any maintenance is performed..
9. Resolution of Disputes Any disputes or disagreements which arise between the Owners of 21 Woodfin Avenue and 27 Woodfin Avenue are to be arbitrated by the American Arbitration Association or similar arbitrator. The loser of the arbitration shall pay the legal expenses of the winner of the arbitration.
10. Binding Effect. This Shared Driveway Agreement shall not be modified except in writing signed by the Users, their successors or assigns. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns

This Agreement dated the 12th day of December, 2017.

James E. Hunter
 Mountain Realty Builders, LLC
 As Owner of 21 Woodfin Avenue

James E. Hunter
 Mountain Realty Builders, LLC
 As Owner of 27 Woodfin Avenue

Buncombe County, North Carolina

I, a Notary Public for said County and State, do hereby certify that

T. Mila White T. Mila White
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness My Hand and Seal this 11th day of Dec

NOTARY PUBLIC
 MY COMMISSION EXPIRES

3-19-19

