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Recorded: 04/05/2018 at 11:27:05 AM
Doc No: 667563 Kind: AGMT



WATAUGA COUNTY

NORTH CAROLINA



Drawn by Robert B. Angle, Jr.

SHARED DRIVEWAY AGREEMENT

THIS SHARED DRIVEWAY AGREEMENT, made this 3rd day of March, 2018, by and between John C. Harmon (hereinafter called parties of the first part); and Charles C. Phillips, ~~married~~ (hereinafter called parties of the second part);

WITNESSETH:

Whereas, the parties of the first part own a tract of land on Linville Creek Road, described in Book of Records 992, page 594; and

Whereas, the parties of the second part own an adjacent tract of land on Linville Creek Road described in Book of Records 612, page 506; and

Whereas, there is a new 30 foot wide common driveway that serves both tracts and is located on both tracts, as described in the survey entitled A New Right-Way Location Made For Charles C. Phillips and John C. Harmon recorded in Plat Book 26, Page 176; and

Whereas, both parties now want to provide for a common driveway to serve both tracts described above.

NOW, THEREFORE, for and in consideration of the sum of One Dollar in hand paid from the parties to the other parties, receipt of which is hereby acknowledged, and other good and valuable consideration, it is agreed and covenanted as follows:

Parties of the first part and parties of the second part do hereby deed and grant to each other, their heirs, successors and assigns an appurtenant and perpetual right of way easement for ingress, egress and regress over the 30 foot wide common driveway as described in the survey entitled A New Right-Way Location Made For Charles C. Phillips and John C. Harmon recorded in Plat Book 26, Page 176. The parties of the second part agree to pay all costs associated with building and maintaining the common driveway, until such time as the parties of first part, their heirs or assigns, build any kind of structure on the property owned by the parties of the first part, at which time the costs and expenses of maintaining the above described common driveway will be shared prorata between the parties of the first part and

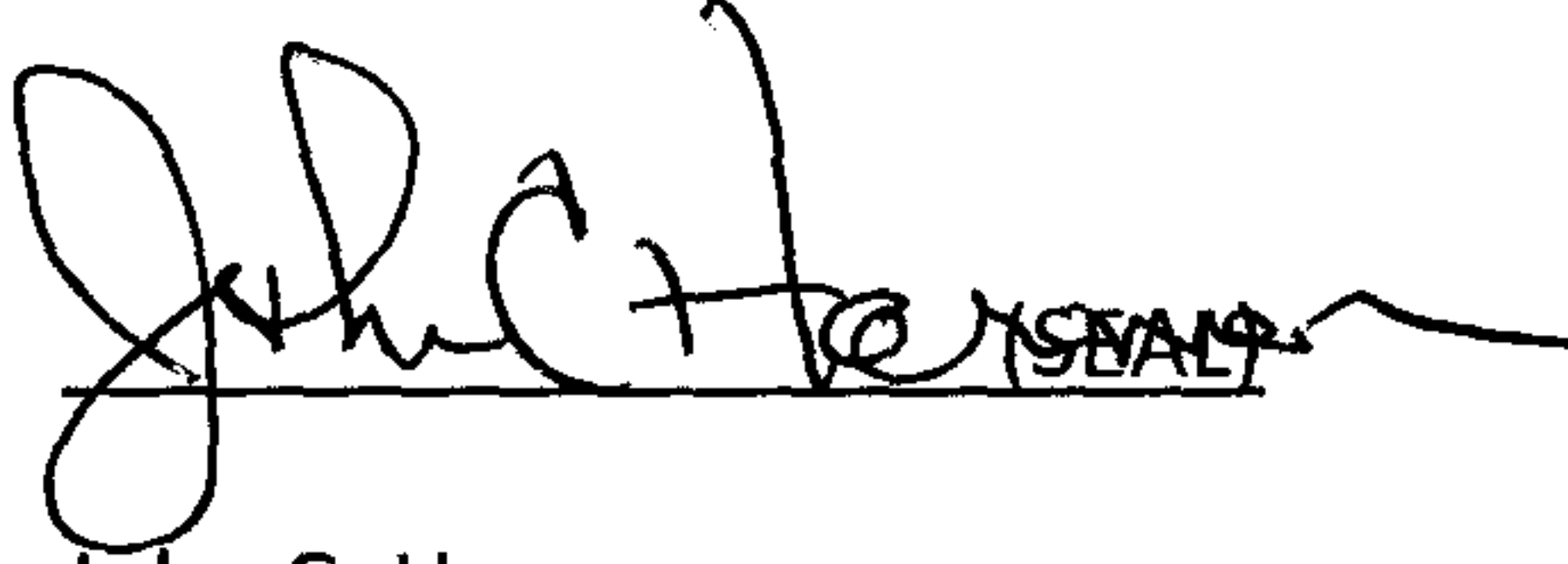
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the parties of the second part, their heirs and assigns. If, in building any buildings on the property owned by the parties of the first part, vehicles or trucks used in said construction, damage the shared common driveway, parties of the first part, their heirs and assigns, will pay to repair said common driveway to the condition that the common drive was in, before the damage was done.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.



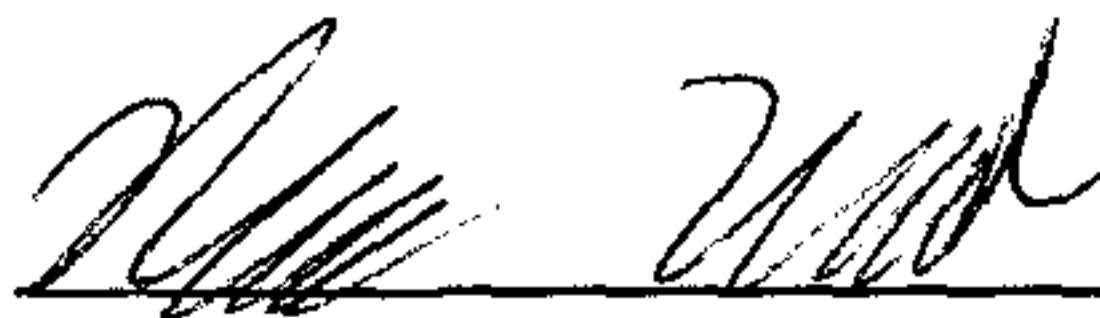
John C. Harmon

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, Nicholas Ward, a Notary Public, do hereby certify that **John C. Harmon** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

This the 22 day of ^{March}~~February~~, 2018.

 (SEAL)

Signature of Notary

Nicholas Ward

Printed Name of Notary Public

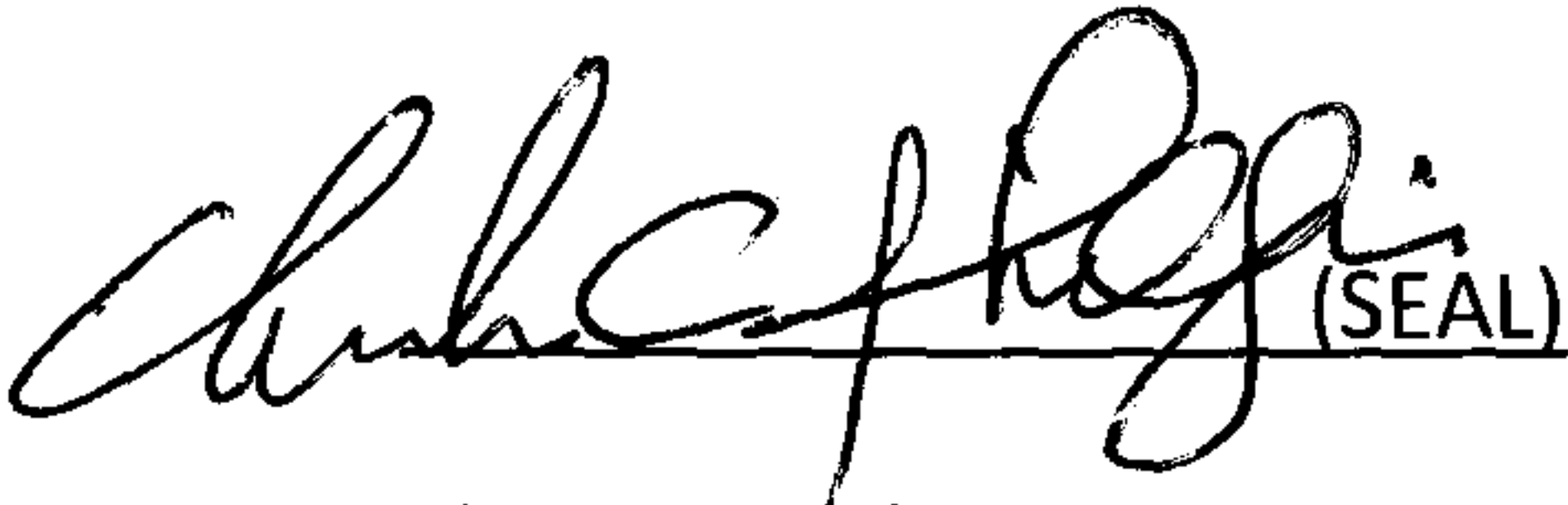
My Commission expires: 01-09-2022



Nicholas Ward
Notary Public
State of Florida
My Commission Expires 01/09/2022
Commission No. GG 168856

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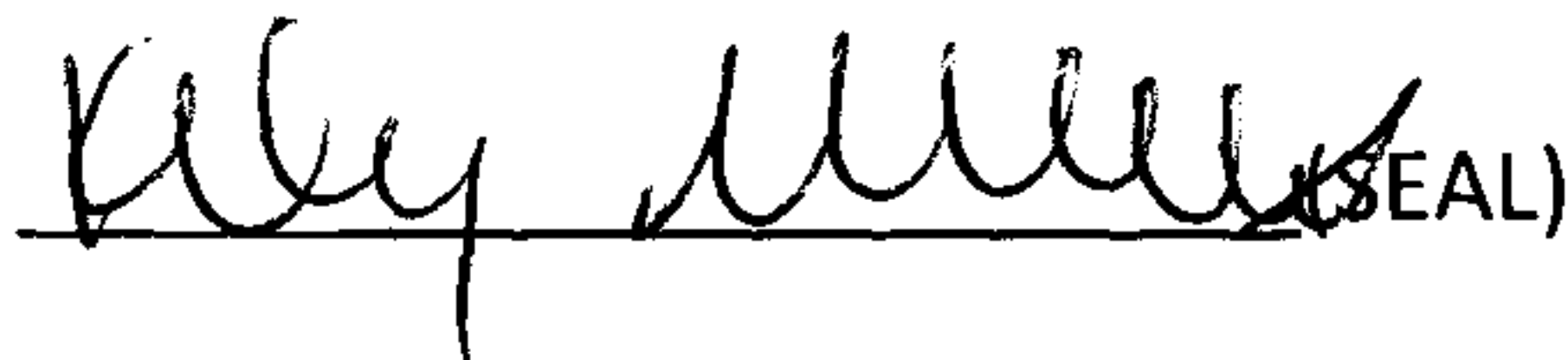
Charles C. Phillips

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, Kelly Mullinix, a Notary Public, do hereby certify that **Charles C. Phillips** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

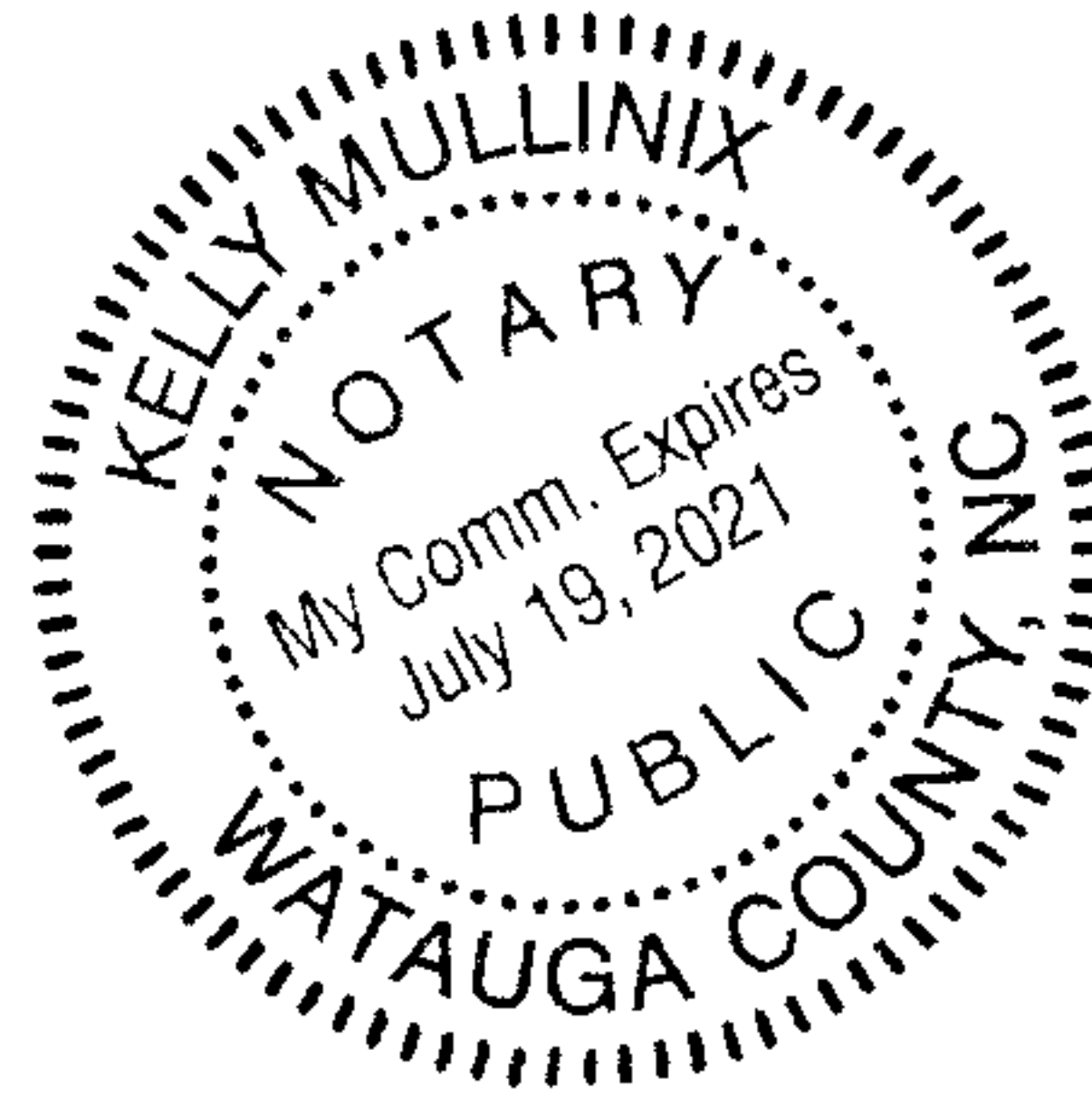
This the 3 day of ^{March}~~February~~, 2018.



Signature of Notary

Kelly Mullinix

Printed Name of Notary Public



My Commission expires: _____