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Granville County, NC
Kathy M. Adcock Reg of Deeds
BK 1399 PG 315-317

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

DECLARATION OF EASEMENT AND
PROVISIONS FOR MAINTENANCE

*Prepared by Edward D. Milam, Jr.
Mail to: Glen Tellefsen, 1209 Indian Trail Rd., Raleigh, N.C. 27609*
THIS DECLARATION, made this 5th day of August, 2011, by Glen Tellefsen and wife,
Courtney L. Tellefsen, hereinafter called Declarants:

WITNESSETH:

WHEREAS, Declarants own in fee simple the real property described in Article 1
below; and

WHEREAS, the said property has access to Antioch Road, N.C. S.R. 1600, via
the easement hereinafter described; and

WHEREAS, Declarants, by this Declaration, wish to bind themselves, their
successors and assigns, to provide all owners of any portion of said property owned by
Declarants described below a perpetual easement for ingress, egress and regress to
Antioch Road, N.C S.R. 1600; and

WHEREAS, Declarants, by this Declaration, further wish to bind themselves,
their successors and assigns to provide for maintenance of said easement;

NOW, THEREFORE, Declarants agree for themselves and with any and all
persons, firms or corporations hereafter acquiring any of the property described in Article
1 below, that the same shall be subject to the easement and conditions set forth herein,
and that said easement and conditions shall run with said property and inure to the benefit
of and be binding upon the heirs, successors and assigns of Declarants and other
acquiring parties and persons.

ARTICLE 1. The real property which is, and shall be, held, transferred sold and
conveyed subject to the easement and conditions set forth in the various articles of this
Declaration is located in Fishing Creek Township, Granville County, North Carolina, and
is more particularly described as follows:

BEING all of Tract(s) 1-D, 1-E and 1-F, as shown on plat of survey entitled "Sheets 1 and 2 of 2: Subdivision Survey of: Tract 1-C, Plat Book 39, Page 107," surveyed by Clinton B. Osborne, P.L.S., dated 07-12-2011 and recorded in Plat Book 40, Page 52, Granville County Registry, reference to which is hereby made for a more particular description.

ARTICLE 2. Declarants hereby grant unto themselves and the future record owners of the aforesaid property adjoining and abutting the private easement serving the Tracts shown on said plat a perpetual easement for purposes of ingress, egress and regress and for the installation and maintenance of utilities along the said easement, the easement being more particularly described as follows:

BEING the perpetual and non-exclusive 50 foot right of easement for purposes of ingress, egress and regress and for the installation and maintenance of utilities, said easement running from the above-mentioned Tracts to Antioch Road, N.C. S.R. 1600, said 50 foot easement running across Tract(s) 1-D, 1-E and 1-F as described in Plat Book 40, page 52, Granville County Registry, reference to which is hereby made for a more particular description.

ARTICLE 3.

- (a) Each record owner, including Declarants, of any of the aforesaid property abutting on said easement shall be responsible for and pay a pro rata portion (see b, which follows) of the costs of maintaining said easement, including grading costs, gravel or rock hauled in to fill ruts, holes and washed out sections and necessary replacement of or additional drainage culverts. Said easement shall be maintained in all weather conditions. Additionally, the owners of the property(ies) shall cooperate to maintain any signs located along the easement.
- (b) The owners of Tract 1-D shall hold a 51.0% interest, both for costs and for decision-making responsibilities, and the owners of Tracts 1-E and 1-F shall hold a 24.5% interest, respectively.
- (c) Any damage to the easement caused by home construction, driveway connections, heavy trucks, machinery, timbering or other abuse to the easement shall be the responsibility of the owner engaged in the cause of damage.
- (d) Nothing herein shall prevent the owner of the underlying fee to landscape, put a fence along the easement, or in any way use the underlying fee so long as said use does not interfere with access to any property. No owner shall place any improvement on said easement that can not easily be removed.
- (e) The 'access' use of the easement shall be for the private use of the property owners and their invited guests, only.

ARTICLE 4. The Declarants and each subsequent record owner of all or any portion of said lands, by the acceptance of a deed therefore, is deemed to covenant and

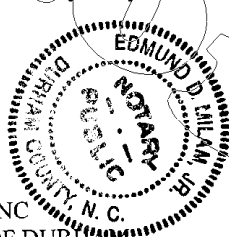
agree to pay maintenance as therein provided. If any owner's share of the maintenance cost is not paid, then the other owner(s) shall reduce the cost owing to judgment and the cost shall then become a lien on the land of the defaulting record owner. Any unpaid maintenance shall bear interest at the maximum legal rate.

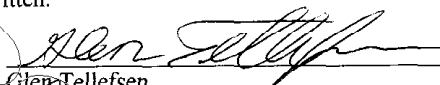
ARTICLE 5. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any property shall not affect the assessment lien. However, the sale or transfer of any property pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such or transfer. No sale or transfer shall relieve such property from liability for any assessments thereafter becoming due or from the lien thereof.

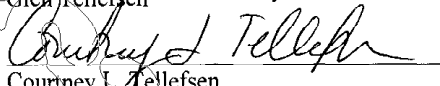
ARTICLE 6. This agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, assigns and successors of each record owner of the aforesaid property.

ARTICLE 7. This agreement shall remain in full force and effect until such time as said road or any portion thereof is taken over by the North Carolina Department of Transportation for maintenance purposes, and any portion of said roads not so taken over shall remain subject to this agreement and for said portion this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have set their hand and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, on the day and year first above written.

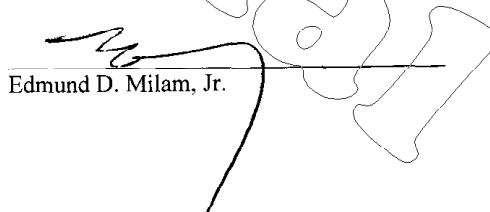



Glen Tellefsen


Courtney L. Tellefsen

STATE OF NC
COUNTY OF DURHAM

I, Edmund D. Milam, Jr., a Notary Public of the County and State aforesaid, certify that Glen Tellefsen and wife, Courtney L. Tellefsen, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial Stamp or Seal this 5th day of August, 2011.


Edmund D. Milam, Jr.

My Commission expires 08/04/2014