



2016001178

TRANSYLVANIA CO, NC FEE \$26.00

PRESENTED & RECORDED

03-18-2016 02:59:40 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY D REE M. POWELL

DEPUTY REGISTER OF DEEDS

BK: DOC 757

PG: 580-583

NORTH CAROLINA

TRANSYLVANIA COUNTY

DEED OF EASEMENT FOR

JOINT DRIVEWAY

THIS DEED OF EASEMENT FOR JOINT DRIVEWAY, made and entered into this the 26th day of February, 2016, by and between LAUREN M. DAY AND HUSBAND, GEOFFREY MARSKELL, residents of Pima County, Arizona; and, DAVID WEIBEL, SINGLE, a resident of Transylvania County, North Carolina.

WITNESSETH:

THAT WHEREAS, LAUREN M. DAY AND HUSBAND, GEOFFREY MARSKELL, are the owners of a certain lot or parcel of land and the improvements thereon at 348 PARK AVENUE, BREVARD, TRANSYLVANIA COUNTY, NORTH CAROLINA, the same having been conveyed to them by deed recorded in Book 757, Page 555, in the Office of the Register of Deeds for Transylvania County;

AND

WHEREAS, DAVID WEIBEL is the owner of a certain lot or parcel of land and the improvements thereon at 370 PARK AVENUE, BREVARD, TRANSYLVANIA COUNTY, NORTH CAROLINA, the same having been conveyed to him by deed recorded in Book 439, Page 273, in the Office of the Register of Deeds for Transylvania County ;

AND

WHEREAS, there is a joint driveway located on portions of the two lots, which joint driveway serves both lots; See Exhibit "A" attached hereto and incorporated herein by reference.

AND

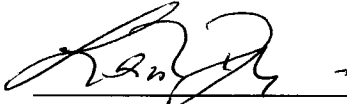
WHEREAS the parties agree that it would be for their mutual interest to establish a joint driveway of record.

NOW, THEREFORE, in consideration of the mutual rights and advantages above set out, LAUREN M. DAY AND HUSBAND GEOFFREY MARSKELL, and DAVID WEIBEL, hereby give, grant and convey each unto the other the perpetual right and easement of egress, ingress and regress over and upon a joint driveway as above described for the common use of the two lots bordering thereon their present location and being 30 feet wide and 100 feet long:


1. Each party shall use the length-wise half nearest their property having exclusive right to use the 10 foot wide section adjacent to the property of each keeping the center 10 feet clear to allow passage past parked vehicles.
2. No temporary or permanent structures shall be built or placed on the driveway.
3. No inoperable vehicles shall be left sitting in the driveway by either party.
4. The parties shall share equally in the cost of maintaining and repairing the driveway as agreed by both parties in a written and signed agreement.
5. No boats, travel trailers or recreational vehicles larger than a pick-up truck shall be parked in the driveway.
6. No permanent storage of any type of building equipment or any personal property.

To have and to hold the rights and easements hereby granted to the respective parties and their successors and assigns in title forever, it being agreed that the rights and easements hereby granted are for the common use of, are appurtenant to, and runs with the two parcels of land bordering thereon and above referred to.

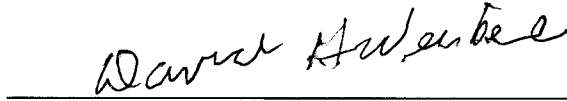
IN TESTIMONY WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

 _____ (SEAL)

LAUREN M. DAY

 _____ (SEAL)

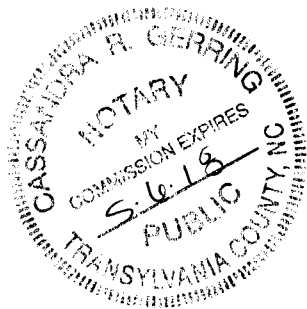
GEOFFREY MARSKELL

 _____ (SEAL)

DAVID WEIBEL

STATE OF North Carolina
 COUNTY OF Transylvania

I, Cassandra R. Gerring, a Notary Public of the County and State aforesaid, certify that LAUREN M. DAY AND HUSBAND, GEOFFREY MARSKELL personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18th day of March, 2016.

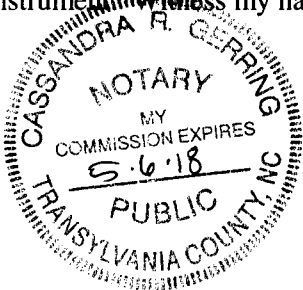


Cassandra R. Gerring
 Notary Public
Cassandra R. Gerring
 Print or Typed Notary Public

My Commission Expires: 5.6.18

STATE OF NORTH CAROLINA
 COUNTY OF TRANSYLVANIA

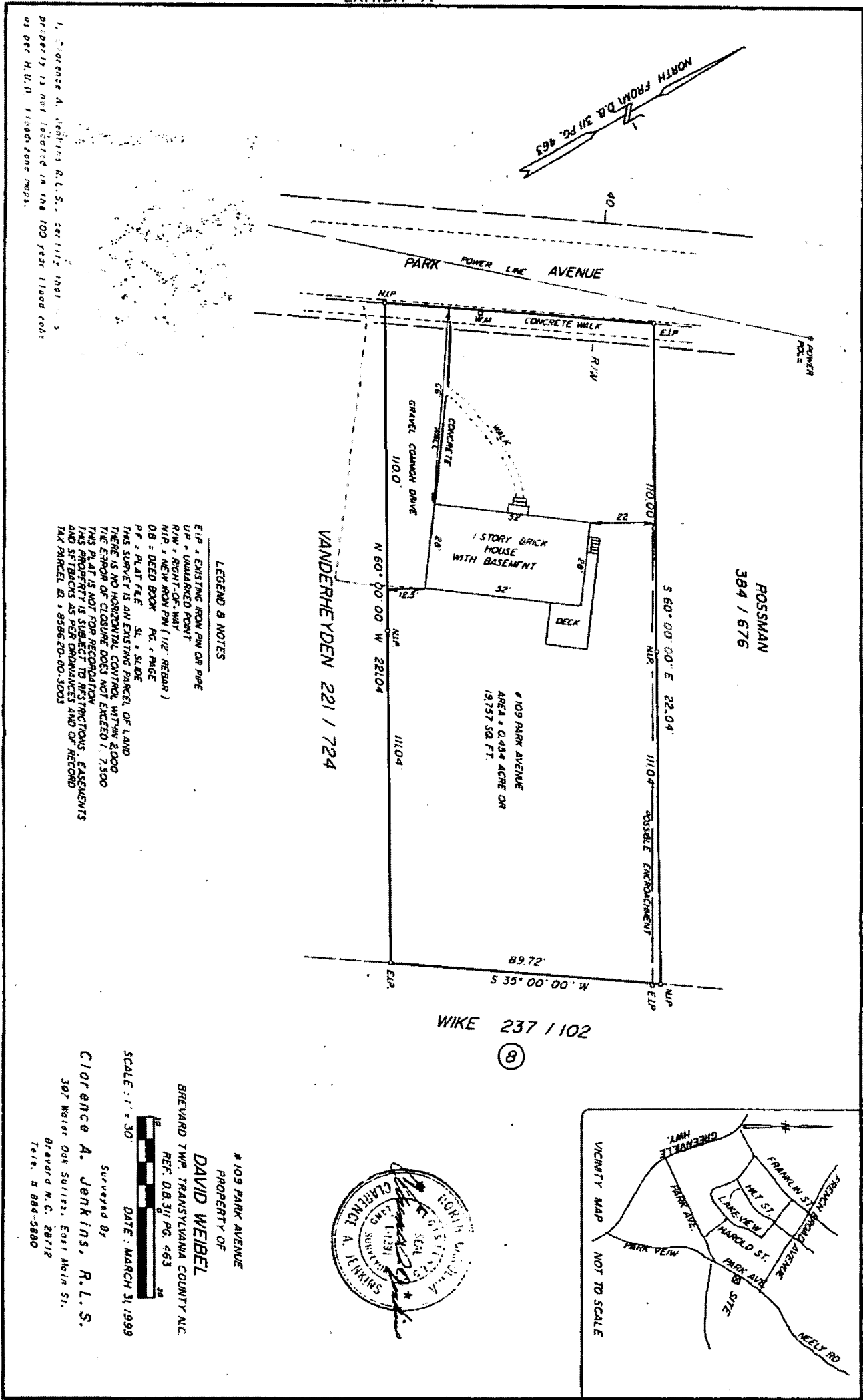
I, Cassandra R. Gerring, a Notary Public of the County and State aforesaid, certify that DAVID WEIBEL personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26th day of February, 2016.



Cassandra R. Gerring
 Notary Public
Cassandra R. Gerring
 Print or Typed Notary Public

My Commission Expires: 5.6.18

EXHIBIT "A"



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.