



**2020004262**

TRANSYLVANIA CO, NC FEE \$26.00  
PRESENTED & RECORDED:

**08-03-2020 09:13:37 AM**

CINDY M OWNBEY  
REGISTER OF DEEDS  
BY: BETH C LANDRETH  
ASSISTANT

**BK: DOC 932**

**PG: 674-678**

**STATE OF NORTH CAROLINA**

**COUNTY OF TRANSYLVANIA**

**DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 22 day of June 2020 by and between Louis P. Caravella and wife, Patricia R. Caravella, hereinafter referred to as "Caravellas" and John S. Dreier, widower, hereinafter referred to as "Dreier":

WITNESSETH;

**THAT WHEREAS**, Caravellas are the owners Lot Number 57 (Revised), Unit 21, of Connestee Falls Development as recorded in Document Book 881, Page 821, Transylvania County Registry; and

**WHEREAS**, Dreier are the owners of Lot Number 56, Unit 21, of Connestee Falls Development as recorded in Document Book 550, Page 287, Transylvania County Registry; and

**WHEREAS**, Caravellas desire to construct a driveway to their property from Kanvsita Court; and

**WHEREAS**, the terrain of Lots 56 and 57 is such that for construction of a driveway consistent with the topography of Lots 56 and 57 required the services of an engineer; and

**WHEREAS**, Dreier and Caravellas agree to grant one to the other an easement for construction and use of the driveway to both properties;

**NOW, THEREFORE**, in consideration of the above premises, the sufficiency of which is hereby accepted, Caravellas and Dreier agree as follows:

- 1.) Each grants to the other an easement over the driveway for ingress, egress, and regress for vehicles of all sizes and on foot and for the installation and maintenance of utilities as needed.

**Prepared by David C. Neumann  
The Neumann Law Firm, PLLC  
20-110 / dpm**

- 2.) The driveway will originate where the engineer believes to be most suitable whether it be where either Lot 56 or 57 is contiguous with Kanvsita Court.
- 3.) That Caravellas will pay for the design and construction of the driveway.
- 4.) Maintenance of the driveway constructed by Caravella on the aforementioned easement located on Lot Number 56, Unit 21, will be shared equally between the two parties, as will be the initial portion of the driveway beginning at the junction of Kanvsita Court and lot 57 and extending upon lot 57 and subsequently onto lot 56 unit 21. The remaining lower section of the driveway that is on lot 57 will be maintained solely by the owners of lot 57.
- 5.) Dreier will have the opportunity to approve all preliminary drawings and shall not have the option to reject any final drawings, so long as the final drawings do not substantially deviate from the previously approved preliminary drawings.
- 6.) Up until such time as the final drawings are created, the plans fully approved by the POA and County, and the final cost to construct the driveway have been provided to Caravella, Caravella may withdraw his offer with no penalty for reasons of cost or changes by the POA, County, etc.
- 7.) If driveway maintenance is necessary due to the damage from construction traffic it will be the responsibility of the owners of the lot on which the construction is being performed to make necessary repairs. Repairs is defined as functionally and cosmetically returned to the condition that the driveway was in at the beginning of construction. The standard for 'functionally and cosmetically' returned to the condition that it was in at the beginning of construction is the reasonable man standard.
- 8.) The optional lighting and guard rails, as well as the choice of placement and design, shall be approved by both parties prior to their construction should it be elected to install either or both.
- 9.) Snow removal will be at the expense of the party in residence at the time of the snow. If both parties are in residence at the time of the snow, the cost of snow removal will be shared. If any driveway maintenance is necessary due to snow removal, the party or parties in residence will make the necessary repairs.
- 10.) Dreier will pay for the creation of this document once it is approved by both Dreier and Caravellas.
- 11.) Notices. All notices and other communications provided for hereunder shall be in writing, unless otherwise specified, and shall be deemed to have been duly given if delivered personally, given by prepaid telegram, or mailed, registered or certified mail, postage prepaid, to the following addresses or at such other addresses as the parties hereto may designate from time to time in writing:

If intended for Caravellas:  
Louis P. Caravella and wife, Patricia R. Caravella  
Address: \_\_\_\_\_  
\_\_\_\_\_

If intended for Dreier:  
John S. Dreier  
Address: \_\_\_\_\_  
\_\_\_\_\_

Any notice given hereunder shall be deemed given on the date of delivery or on the date and at the time set forth on the registry receipt by the U.S. Postal authorities, as the case may be.

- 12.) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, venue being Transylvania County. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been produced by negotiation of the parties and the rule of construction against the interest of the drafter shall not apply.
- 13.) **Modification.** This Agreement may be amended, modified, superseded, or canceled only by a written instrument executed by all of the parties hereto.
- 14.) **No Waiver.** Notice or knowledge of any matter shall not constitute a waiver of any representation or warranty with respect to such matter. The waiver by any party of any breach of any provision shall not be construed as a waiver of any other provision by such party.
- 15.) **Entire Agreement.** All understandings and agreements of the parties are merged into this Agreement.
- 16.) **Successors.** This Agreement inures to the benefit of and shall be binding on each of the parties hereto or any of them, their respective representatives and successors.
- 17.) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 18.) **Severability.** In the event any provision of this Agreement is deemed to be unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

The benefits and burdens of this Agreement shall attach to and run with the land and shall at all times be binding upon the parties hereto and upon their heirs, successors and assigns in interest.

**Prepared by David C. Neumann  
The Neumann Law Firm, PLLC  
20-110 / dpm**

In Testimony whereof, the parties hereto have set their hands and seals the day and year set out above.

Louis P. Caravella (SEAL)  
LOUIS P. CARAVELLA

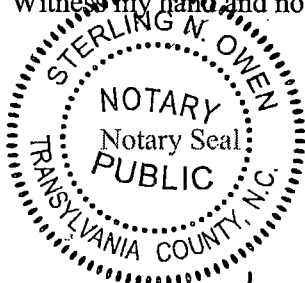
Patricia R. Caravella (SEAL)  
PATRICIA R. CARAVELLA

John S. Dreier (SEAL)  
JOHN S. DREIER

STATE OF North Carolina  
COUNTY OF Transylvania

I, Sterling N. Owen, Notary Public, do hereby certify that **Louis P. Caravella and wife, Patricia R. Caravella**, appeared before me personally and acknowledged the due execution of the foregoing Agreement for the purposes therein expressed.

Witness my hand and notarial seal this 22 day of June, 2020



Sterling N. Owen  
Notary Signature

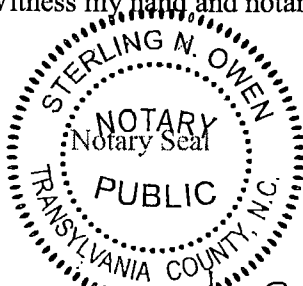
Sterling N. Owen  
Typed or Printed Name of Notary

My Commission Expires: 6-29-2024

STATE OF North Carolina  
COUNTY OF Transylvania

I, Sterling N. Owen Notary Public, do hereby certify that **John S. Dreier**, appeared before me personally and acknowledged the due execution of the foregoing Agreement for the purposes therein expressed.

Witness my hand and notarial seal this 22 day of June, 2020



[Handwritten Signature]  
Notary Signature

Sterling N. Owen  
Typed or Printed Name of Notary

My Commission Expires: 6-29-2024