

BK 1405 PG 815

**JOINT DRIVEWAY EASEMENT
AND MAINTENANCE AGREEMENT**

THIS INSTRUMENT WAS PREPARED BY:

CASEY W. POPE, ESQ.
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P.O. Box 218
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Return after recording to: Casey W. Pope, Esq.

NORTH CAROLINA
ROWAN COUNTY

THIS JOINT DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT
(this "Agreement") is made and entered into the 7th day of July 2022, between:

REGINALD L. GOBBLE and wife, PEGGY H. GOBBLE, whose address is 270 Leonard Road, Salisbury, North Carolina 28146 (hereinafter referred to collectively as the "Gobbles"), and

JAMES ROBERT GOBBLE, widower, whose address is 210 Dukeville Road, Salisbury, North Carolina 28146, **MELISSA A. RIORDAN, Trustee of the MELISSA A. RIORDAN LIVING TRUST dated April 2, 2013**, whose address is 260 Keeth Drive, Banner Elk, North Carolina 28604, and **JONATHAN STEPHEN GOBBLE and wife, ADELE RENEE GOBBLE**, whose address is 1316 North Main Street, Newton, North Carolina 28658 (hereinafter referred to collectively as the "Riordans").

W I T N E S S E T H :

WHEREAS, the Gobbles are the owners of the real property located at 240 Leonard Road, Salisbury, North Carolina 28146, which is described in the Deed recorded in Book 1183, Page 110, Rowan County Registry, and more particularly described as Rowan County Tax Parcel Identification Number 579103218710 (the "Gobble Parcel").

{PHD 61457480.DOC }

Submitted electronically by "Patrick Harper & Dixon L.L.P."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Rowan County Register of Deeds.

WHEREAS, the Riordans are the owners of the real property located at 250 Leonard Road, Salisbury, North Carolina 28146, which is described in the Deed recorded in Book 1378, Page 958 and Book 1378, Page 961, Rowan County Registry, and more particularly described as Rowan County Tax Parcel Identification Number 579103311201 (the "Riordan Parcel").

WHEREAS, the Gobble Parcel and the Riordan Parcel are adjoining parcels, and the Gobblers and the Riordans desire to establish a joint driveway easement for their mutual benefit and for the benefit of the future owners of the Gobble Parcel and the Riordan Parcel, subject to the terms and conditions of this Agreement. The Gobble Parcel and the Riordan Parcel are sometimes referred to collectively herein as the "Parcels" and individually as a "Parcel." The owners of the Parcels are sometimes collectively referred to as the "Owners" and individually as an "Owner."

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants and agreements hereinafter set forth, the Gobblers and the Riordans covenant and agree as follows:

1. **Joint Driveway Easement.** Each Owner hereby grants, bargains, sells, transfers and conveys to the other, for the benefit of the Parcel owned by the other Owner, a non-exclusive easement over, across and upon that certain area labeled "GRAVEL DRIVE" on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area"), for the purpose of ingress, egress, and regress to the improvements located on the Parcels.

2. **Improvements, Maintenance and Repair of the Easement Area.**

(a) Improvements to the Easement Area shall be made only with the consent of the Owners of both Parcels. The cost of any improvement to the Easement Area shall be shared equally between the Owner of the Gobble Parcel and the Owner of the Riordan Parcel. For the purposes of this Agreement, the term "improvement" includes, but is not limited to, paving of the Easement Area or the installation of fences, handrails or other barriers along the Easement Area.

(b) The parties agree to maintain the Easement Area in a state of good repair suitable for the uses described in Paragraph 1 of this Agreement. Except as otherwise stated herein, the Owners of each Parcel shall share equally all costs and expenses related to the maintenance of the Easement Area. For the purposes of this Agreement, the term "maintenance" includes, but is not limited to, the landscaping and re-gravelling of the Easement Area where applicable.

(c) Each Owner covenants and agrees to bear the cost of repairing and restoring any part of the Easement Area located on the other Parcel which is disturbed or damaged as a result of installation, repair or replacement of a utility line which exclusively serves the first Owner's Parcel.

(d) Notwithstanding any other provision of this Agreement, if any part of the Easement Area is damaged or disturbed due to the negligence or intentional misconduct of an Owner, its agents, employees, invitees or licensees, such Owner shall be responsible for repairing and restoring the easement at its sole cost and expense.

3. **Default.**

(a) **Failure to Maintain or Restore.** If at any time an Owner is obligated to repair, replace, maintain or restore as set forth herein but does not proceed diligently with any such repair, restoration or maintenance then the other Owner may give written notice to the obligated Owner specifying the respect or respects in which such repair, replacement, restoration or maintenance has not proceeded and, if, upon the expiration of thirty (30) days after the receipt of such notice (except in an emergency situation, in which event no written notice is necessary), any such repair, replacement, restoration or maintenance is still not proceeding diligently, then the Owner giving such notice may (but shall have no obligation to) perform such repair, restoration, replacement or maintenance and take all appropriate steps to carry out and enforce the same. The obligated Owner hereby grants a temporary license to the non-obligated Owner for the purposes set forth herein. Notwithstanding anything to the contrary contained herein, no Owner shall have the right to deny to the defaulting Owner the benefits afforded by this Agreement on account of a default by the defaulting Owner and following any work on another Owner's property, the Owner completing such work shall restore the other Owner's property to substantially the condition it was in immediately prior to such disturbance.

(b) **Payment.** If a non-obligated Owner cures any default or otherwise performs any obligation on behalf of the obligated Owner in accordance with Section 3(a) above, the defaulting Owner shall pay to the performing Owner the reasonable out-of-pocket costs and expenses incurred by the performing Owner in effectuating such cure within twenty (20) days, following the receipt by the defaulting Owner of a written statement reasonably detailing those out-of-pocket costs and expenses. If a defaulting Owner fails to pay to the other Owner any sum of money due the other Owner under or pursuant to the provisions of this Agreement and within the time period specified in this Agreement, then such sum due and owing shall bear interest from the due date thereof until the date paid at the rate of ten percent (10%) per annum ("Default Rate").

4. **Binding Effect; Nature of Easements.** All rights, title and privileges herein granted and all benefits and burdens shall run with the land and be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns with respect to all or any part of either Parcel. If either Parcel is owned by more than one Owner (including if such ownership is due to the subdivision of either Parcel), then the obligations of such Owners with respect to the Parcel and hereunder shall be joint and several.

5. **Private Use.** Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Parcels to the general public or for any public use or public purpose whatsoever, it being the intention of the Gobblers and the Riordans that this Agreement be strictly limited to and for the purposes expressed herein. It is the intention of the

Gobbles and the Riordans that this Agreement shall be for the exclusive benefit of the Gobble Parcel and the Riordan Parcel and the Owners thereof. Nothing contained herein, express or implied, shall confer upon any person or entity, other than the Owners of the Parcels, any rights or remedies under or by reason of this Agreement. The Owners shall each have the right to grant a license, right or permission to their respective guests to use the easement created hereby for the purposes stated herein.

6. **Applicable Law and Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to its conflicts of laws principles. This Agreement shall not be construed to prevent a fee owner or leasehold owner utilization of any area encumbered hereby located upon its Parcel, so long as such use does not conflict with this Agreement or unreasonably interfere with another Owner's use and enjoyment of the easement granted and created hereby pursuant to the terms hereof.

7. **Severability.** If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law.

8. **Recitals.** The recitals to this Agreement are incorporated herein by this reference as if re-set forth here verbatim.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, sealed and delivered as of the day and year first above written.

Reginald L. Gobble (SEAL)
Reginald L. Gobble

Peggy H. Gobble (SEAL)
Peggy H. Gobble

STATE OF NORTH CAROLINA

COUNTY OF Rowan

I, a Notary Public for the County and State written above, certify that **Reginald L. Gobble and wife, Peggy H. Gobble** personally appeared before me this day and acknowledged the due execution of this instrument.

Witness my hand and official stamp or seal, this 7th day of July 2022.

Connie M. Starnes
Notary Public
Print Name: Connie M Starnes
My commission expires: 4-1-2027



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, sealed and delivered as of the day and year first above written.

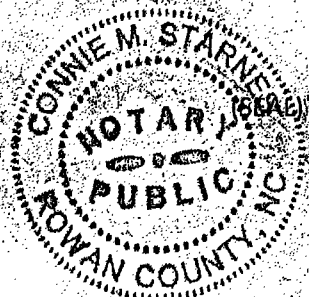
James Robert Gobble (SEAL)
James Robert Gobble

STATE OF NORTH CAROLINA

COUNTY OF Rowan

I, a Notary Public for the County and State written above, certify that **James Robert Gobble** personally appeared before me this day and acknowledged the due execution of this instrument.

Witness my hand and official stamp or seal, this 7th day of July 2022.



Connie M. Starnes
Notary Public
Print Name: Connie M. Starnes
My commission expires: 4-1-2027

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, sealed and delivered as of the day and year first above written.

*Melissa A. Riordan, Trustee of the
Melissa A. Riordan Living Trust
dated April 2, 2013* (SEAL)

Melissa A. Riordan, Trustee of the
Melissa A. Riordan Living Trust
dated April 2, 2013

STATE OF NORTH CAROLINA

COUNTY OF Rowan

I, a Notary Public for the County and State written above, certify that Melissa A. Riordan, Trustee of the Melissa A. Riordan Living Trust dated April 2, 2013 personally appeared before me this day and acknowledged the due execution of this instrument.

Witness my hand and official stamp or seal, this 7th day of July 2022.



Connie M. Starnes
Notary Public
Print Name: Connie M. Starnes
My commission expires: 4-1-2027

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, sealed and delivered as of the day and year first above written.

 (SEAL)
Jonathan Stephen Gobble

 (SEAL)
Adele Renee Gobble

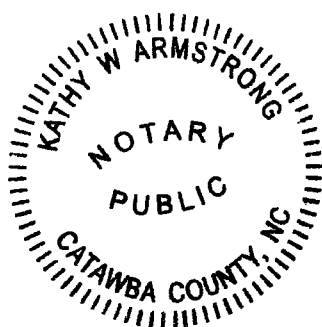
STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, a Notary Public for the County and State written above, certify that **Jonathan Stephen Gobble and wife, Adele Renee Gobble** personally appeared before me this day and acknowledged the due execution of this instrument.

Witness my hand and official stamp or seal, this 11th day of July 2022.

(SEAL)



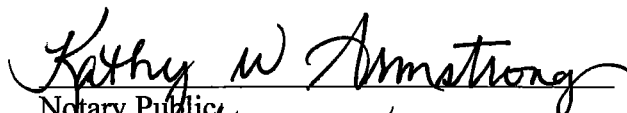

Notary Public
Print Name: **KATHY W ARMSTRONG**
My commission expires: 6/03/2027

EXHIBIT A

**to Cross-Easement Agreement between
Reginald L. Gobble and Peggy H. Gobble, husband and wife, and
James Robert Gobble, Melissa A. Riordan, Trustee of the
Melissa A. Riordan Living Trust dated April 2, 2013, and
Jonathan Stephan Gobble and Adele Renee Gobble, husband and wife**



*Melissa A. Riordan, Trustee
& Jonathan S. Gobble*

250 LEONARD ROAD

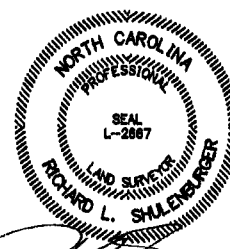
PROVIDENCE TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA
REFERENCES: Parcel ID 600 045.
Deed Book 1378 Page 961.

SCALE: 1" = 30' DATE: 5-13-2022

**NOTE: THIS PROPERTY LIES IN DESIGNATED FLOOD ZONE "X"
(AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL
CHANCE FLOOD PLAIN) (SEE FIRM 3710579100K).**

NOTE: THIS MAP IS NOT PREPARED FOR RECORDATION.

**SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A. (FIRM # C-1858)
614 N. MAIN ST., SUITE A, SALISBURY, N.C. PHONE: 704-637-9623**



5-13-22

LEGEND

□	Existing Stone
⊙	Utility Pole
○	Ex. Iron (as described)
●	New Iron (#6 rebar)
△	Point (not set)
⊕	Ex. P.K. Nail
⊗	Centerline
RW	Right-of-Way