

RABIL Box

DRAFTED BY: BLUAME RABIL, JR.



NORTH CAROLINA )  
 )  
FORSYTH COUNTY )

142

GRANT OF EASEMENT AND  
ROAD MAINTENANCE AGREEMENT

This Agreement made and entered into this 25<sup>th</sup> day of January, 1989  
by and between B & D Investments, JWR Building Company,  
and Paul R. Webster, Jr. and wife, Anne Jones Webster, all parties doing  
business in Forsyth County, North Carolina;

W I T N E S S E T H:

Whereas, all of the parties hereto are owners of specific tracts of land  
located on or adjacent to Indiana Avenue, Winston-Salem, Forsyth County, North  
Carolina; and,

Whereas, a 30 foot wide strip of land has been created by Alpine Beverage  
Distributing Company, Inc. as a non-exclusive easement for ingress, egress, regress  
and for the installation and maintenance of utility lines of all types over and  
upon same; and,

Whereas, the parties desire to create rights and responsibilities by  
mutual agreement with regard to the use and maintenance of said easement;

Now Therefore, in consideration of the mutual promises herein contained,  
the parties hereto hereby agree each with the others as follows:

1. The parties hereto agree that there shall exist and hereby reserve  
unto themselves, their successors and assigns, a non-exclusive  
easement for ingress, egress and regress and for the installation  
and maintenance of utility lines of all types over and upon that  
30 foot wide strip of land extending south from Indiana Avenue,  
Winston-Salem, Forsyth County, North Carolina, all as more  
particularly described on attached Exhibit A.
2. The parties reserve and retain the same said non-exclusive easements  
in the 30 foot wide strip of land described on attached Exhibit A  
unto themselves, their successors and assigns, to be used in  
conjunction with and for the benefit of the lands of the parties  
being served by said easements. The parties hereby agree that  
said easements shall be appurtenant to and shall run with the  
lands now owned by the parties and being serviced by said easements.
3. The parties hereby covenant and agree, for themselves, their  
successors and assigns, that each owner of any tract of land desiring  
to utilize the 30 foot wide easement, as described on attached  
Exhibit A, by acceptance of a deed of easement therefor, whether  
or not it shall be so expressed in such deed, is deemed to covenant  
and agree to pay his pro rata share, as hereinafter set forth, of  
any special assessments for capital improvements, maintenance,  
reconstruction, repair, resurfacing of the roadways and the like,  
such assessments to be fixed, established and collected as hereinafter

RIGHT-OF-WAY  
NO TAXABLE CONSIDERATION  
JRS

1659P3039

provided. The special assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due or was declared in accordance with the provisions hereof.

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4. The parties further covenant and agree that the pro-rata share of expenses of each tract being serviced by the 30 foot wide easement shall be determined based on that fraction of which the denominator shall be the total number of acres being serviced by that portion of the length of the 30 foot wide easement at that time and the numerator being each particular owners specific number of acres being serviced by that portion of the length of the 30 foot wide easement at that time. Each owner shall only be responsible to join in the expense incurred only over that length of the easement extending from the easement's beginning in the southern right of way line of Indiana Avenue to the southernmost cut of that owner's driveway into the easement. Accordingly, the parties acknowledge and agree that their pro-rata shares will vary over different lengths of the easement depending on their location and the number of remaining owners being serviced by that particular section of the easement. ( see attached "Exhibit 4a" )
5. The parties agree that they will vote on any action to be taken with regard to the easement. The parties agree that there will be 100 votes available to be cast and each owner will have that number of votes equal to his actual percentage of the total responsibility for the easement at that time. A total greater than 50.0 votes shall be required for any proposed action to be taken.
6. The parties acknowledge that landowners other than themselves, their successors and assigns, may request to use the easement. The parties agree to vote on such matter, with the number of votes per owner and requirement for approval being the same as agreed upon in Paragraph 5 hereinabove. Each such landowner so approved, his successors and assigns, shall be bound by the terms and conditions of this Agreement.

BOOK 1659P3040

In Testimony Whereof, the parties have hereunto set their hands and affixed seals or, if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by the authority of its Board of Directors, the day and year first above written.

✓ B & D Investments  
By: R.J. Zeitvogel (SEAL)  
R.J. Zeitvogel, Partner  
Attest: W.F. Haubrich (SEAL)  
W. F. Haubrich, Partner  
(Corporate Seal)

JWR Building Company, Inc.

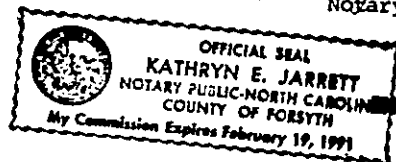
By: James W. Webster  
President  
Attest: Anne Jones Webster  
Secretary  
(Corporate Seal)

Paul R. Webster, Jr. (SEAL)  
Paul R. Webster, Jr.  
Anne Jones Webster (SEAL)  
Anne Jones Webster

State of North Carolina-Forsyth County

This 25<sup>th</sup> day of JANUARY, 1989, personally came before me, KATHRYN E. JARRETT, a Notary Public, R.J. ZEITVOGEL AND W.F. HAUBRICH who being PARTNERS OF B & D INVESTMENTS, A NC PARTNERSHIP and is acquainted with W.F. Haubrich who is the PARTNER President of said Corporation and that he, the said W.F. Haubrich is the SECRETARY of the said Corporation, and saw the said PARTNER President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said PARTNER President, and that he, the said PARTNER signed his name in attestation of the execution of said instrument in the presence of said PARTNER President of said Corporation. Witness my hand and notarial seal or stamp this the 25<sup>th</sup> day of January, 1989.

My Commission Expires:  
February 19, 1991



1659P3041

State of North Carolina-Forsyth County

This 25<sup>th</sup> day of January, 1989, personally came before me, Faith Fry, a Notary Public, Jacqueline B. Abbe who being by me duly sworn, says that she knows the Common Seal of JWR Building Company and is acquainted with James W. Robertson, Jr. who is the President of said Corporation; and that she, the said Jacqueline B. Abbe is the Assistant Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said President, and that she, the said Jacqueline B. Abbe signed her name in attestation of the execution of said instrument in the presence of said President of said Corporation. Witness my hand and notarial seal or stamp this the 25<sup>th</sup> day of January, 1989.

My Commission Expires: January 26, 1990 NOTARY PUBLIC - NORTH CAROLINA

COUNTY OF FORSYTH

FAITH FRY

My Commission Expires January 26, 1990

Faith Fry  
Notary Public

State of North Carolina-Forsyth County

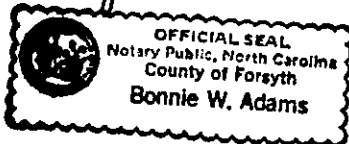
I, Bonnie W. Adams, a Notary Public of the above said County and State do hereby certify that Paul R. Webster, Jr. and wife, Anne Jones Webster each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal or stamp this the 26th day of January, 1989.

My Commission Expires:

May 11, 1992

Bonnie W. Adams  
Notary Public



STATE OF NORTH CAROLINA-Forsyth County

The foregoing (or annexed) certificate of Kathryn E. Garrett, Faith Fry & Bonnie W. Adams (here give name and official title of the officer signing the certificate - passed upon)

is (are) certified to be correct. This the 26 day of Jan, 1989

PRESENTED FOR  
REGISTRATION  
AND RECORDED

L. E. Speas, Register of Deeds

JAN 26 5 02 PM '89

By

Jessie Hable

Deputy-Register

Probate and Filing Fee \$ 16.00 paid.

L. E. SPEAS  
REGISTER OF DEEDS  
FORSYTH CO., N.C.

1659P3042

EXHIBIT A

EASEMENT:

Together with a non-exclusive easement for ingress, egress, <sup>Access</sup> and for the installation and maintenance of utility lines of all types over a 30 foot wide strip of land described as follows:

BEGINNING at an iron stake in the Southern right of way of Indiana Avenue, the Northeast corner of JWR Building Company, said iron stake being distant North  $81^{\circ} 44'$  East 284.41 feet from the Southeast intersection of Indiana Avenue and University Parkway, thence with the East line of JWR Building Company South  $7^{\circ} 52'$  East 158.63 feet to an iron stake, the Northeast corner of the above described tract; thence South  $1^{\circ} 50' 42''$  West 267.62 feet to a point in the East line of the above described tract; thence North  $88^{\circ} 09' 30''$  East 30.03 feet to a point; thence North  $1^{\circ} 50' 42''$  East 288.77 feet to a point; thence North  $7^{\circ} 52'$  West 159.12 feet to a point in the Southern right of way line of Indiana Avenue; thence with said right of way line South  $82^{\circ} 15'$  West 30.0 feet to an iron stake, the point and place of BEGINNING.

The Grantee RESERVES and RETAINS the same said easements in the above described right of way to be used in conjunction with and for the benefit of its remaining land adjoining same. The easements being non-exclusive. The easements shall be an appurtenance to and shall run with the title to the above described land. Provided, by the acceptance of this deed the grantee, its successors and assigns, agree that if it makes use of said easement, it (they) will pay it (their) equitable pro rata share of the maintenance and upkeep of said easement based on the number of acres serviced by the same.

BOOK 1659 P 3043

EXHIBIT 4a

On January 25th, 1989 the property served by the subject easement and the shares of responsibility are as follows:

B & D Investments -	2.09+ acres,	(30%+)
J W R Building Company -	2.91+ acres,	(41%+)
* Paul R. Webster, Jr. & Wife	2.00+ acres,	(29%+)

- \* The Massey Company has entered into a contract with Paul R. Webster, Jr. & Wife to purchase .89+ acres of Paul R. Webster, Jr. & Wife's original 2.00+ acres.

Upon execution of this purchase agreement the new shares of responsibility with regard to Paul R. Webster, Jr. & Wife and the Massey Company will be as follows:

Paul R. Webster, Jr. & Wife	-	1.11+ acres	-	(16%)
The Massey Company	-	.89+ acres	-	(13%)

The percentages set forth in this Exhibit reflect the current relationship of the parties over the initial 270 feet of the easement as it extends southwardly from Indiana Avenue. It is understood that different percentages will apply to the remainder of the easement and that all percentages may be amended from time to time.

BOOK 1659P3044