

04/20/2026 03:43:50PM

BT: OPR B: 10525 P: 393 Pages: 6

AMD - AMENDMENT

Fee: \$26.00 Excise Tax: \$0

INSTRUMENT #2026171004

Tonya Redfearn

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

AMENDMENT TO JOINT USE DRIVEWAY ACCESS EASEMENT

THIS AMENDMENT TO JOINT USE DRIVEWAY ACCESS EASEMENT ("Amendment") is made by and between Modern Real Estate Holdings USA LLC, having a mailing address of 247 Rosaline Lane, Durham, NC 27713, Joseph D. Villari, having a mailing address of 4012 Colby Drive, Raleigh, NC 27609, Tyler Chestnutt, having a mailing address of 313 Burkwood Lane, Raleigh, NC 27609, and Palmetto Haven Group LLC, having a mailing address of 500 S Cannon Boulevard, Kannapolis, NC 28083 (each individually referred to as "Owner" and collectively referred to as the "Parties" or "Owners").

RECITALS

WHEREAS, Modern Real Estate Holdings USA LLC is the Owner of that certain parcel of land depicted as Lot 4 on the plat recorded in Plat Book 206, Page 76 of the Durham County Registry, and known as 2002A Riddle Road, Durham, NC 27713 ("Lot 4"); and

WHEREAS, Joseph D. Villari is the Owner of that certain parcel of land depicted as Lot 1 on the plat recorded in Plat Book 206, Page 76 of the Durham County Registry, and known as 2002B Riddle Road, Durham, NC 27713 ("Lot 1"); and

WHEREAS, Tyler Chestnutt is the Owner of that certain parcel of land depicted as Lot 3 on the plat recorded in Plat Book 206, Page 76 of the Durham County Registry, and known as 2002C Riddle Road, Durham, NC 27713 ("Lot 3"); and

WHEREAS, Palmetto Haven Group LLC is the Owner of that certain parcel of land depicted as Lot 2 on the plat recorded in Plat Book 206, Page 76 of the Durham County Registry, and known as 2002D Riddle Road, Durham, NC 27713 ("Lot 2"); and

WHEREAS, the Owners of Lot 1, Lot 3, and Lot 4 are parties by virtue of their predecessors in interest to that certain Joint Use Driveway Access Easement recorded in Book 9775, Page 766 of the Durham County Registry (the "Easement Agreement"); and

WHEREAS, the Easement Agreement establishes a nonexclusive right for vehicular and pedestrian ingress and egress over a 12' shared access easement, as more particularly described therein, to and from the adjacent right-of-way known as Riddle Road and across common boundaries across, between, and among Lot 1, Lot 3, and Lot 4; and

WHEREAS, the Parties now desire to amend the Easement Agreement to include Lot 2 as an additional parcel, subject to the same terms, conditions, rights and obligations set forth therein.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals and Definitions.** The Recitals set forth above are hereby incorporated into and made a part of this Amendment. All capitalized terms used herein but not otherwise defined or modified herein shall have the same meaning and effect given in the Easement Agreement.
2. **Addition of Lot 2.** The term "Tract" or "Tracts" as defined in the Easement Agreement is hereby amended to include Lot 2, thereby entitling Lot 2 to the nonexclusive right for vehicular and pedestrian ingress and egress over the Access Tract (1) to and from the adjacent right-of-way known as Riddle Road; and (2) across common boundaries across, between, and among the Tracts.
3. **Sharing of Costs.** Each Owner shall be responsible for 1/4th (25%) of all costs to repair and maintain the Improvements to the Joint Access Driveway.
4. **Binding Effect.** The Owner of Lot 2 hereby agrees to be bound by all terms, conditions, obligations, maintenance provisions and cost-sharing requirements set forth in the Easement Agreement as if originally named therein.
5. **No Other Modifications.** Except as expressly amended herein, all terms and provisions of the Easement Agreement shall remain in full force and effect.
6. **Running with the Land.** This Amendment shall run with the land and be binding upon and inure to the benefit of the Parties, their respective heirs, successors, and assigns.
7. **Conflict.** In the event of a conflict between this Amendment and the Easement Agreement, this Amendment shall control.
8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date(s) set forth below.

Signed by Owner of Lot 4:

MODERN REAL ESTATE HOLDINGS USA LLC

By: _____

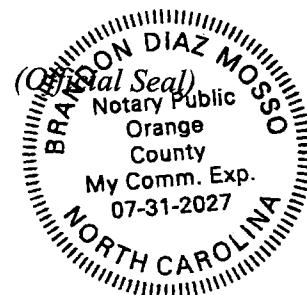
Name/Title: Miguel Govea Salazar, Manager

STATE OF NORTH CAROLINA
COUNTY OF Durham

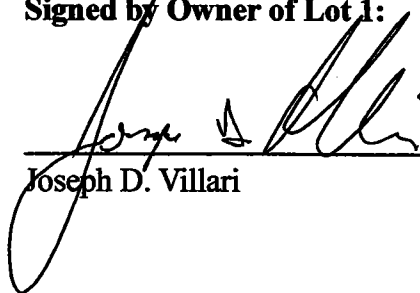
I, Brandon Diaz Mosso, a Notary Public of the County and State aforesaid, certify that Miguel Govea Salazar personally appeared before me this day and acknowledged that he/she is the Manager of Modern Real Estate Holdings USA LLC, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument on behalf of the entity.

Witness my hand and official seal, this 14 day of April, 2026.

Brandon Diaz Mosso
Notary Public
(Print Name): Brandon Diaz Mosso
My Commission Expires: 07/31/27



Signed by Owner of Lot 1:



Joseph D. Villari

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Katie M. Neumann, a Notary Public of the County and State aforesaid,
certify that Joseph D. Villari personally appeared before me this day and acknowledged that he/she
executed the foregoing instrument.

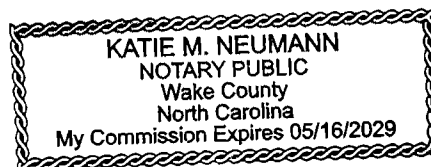
Witness my hand and official seal, this 27 day of March, 2026.

Katie M. Neumann

Notary Public
(Print Name): Katie M. Neumann

My Commission Expires: 05/16/2029

(Official Seal)



Signed by Owner of Lot 3:

TH

Tyler Chestnutt

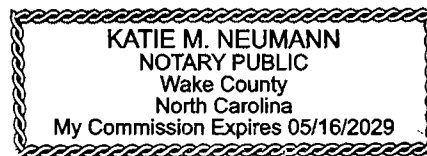
STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Katie M. Neumann, a Notary Public of the County and State aforesaid,
certify that Tyler Chestnutt personally appeared before me this day and acknowledged that he/she
executed the foregoing instrument.

Witness my hand and official seal, this 27 day of March, 2026.

Katie M. Neumann
Notary Public
(Print Name): Katie M. Neumann
My Commission Expires: 05/16/2029

(Official Seal)



Signed by Owner of Lot 2:

PALMETTO HAVEN GROUP LLC

By: [Signature]
Name/Title: Oron Ben Grubner, Manager

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, JAI PATEL, a Notary Public of the County and State aforesaid, certify that Oron Ben Grubner personally appeared before me this day and acknowledged that he/she is the Manager of Palmetto Haven Group LLC, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument on behalf of the entity.

Witness my hand and official seal, this 31 day of MARCH, 2026.

[Signature]

Notary Public
(Print Name): JAI PATEL
My Commission Expires: MARCH 16, 2028

(Official Seal)

