

mailed 8-2-95
Prepared By: Jordan Law Offices
Return to: Rt. 3, Box 169 C
Richard McGill → Wake Forest, NC 27587

BOOK 673 PAGE 393

NORTH CAROLINA
GRANVILLE COUNTY

ROAD MAINTENANCE AGREEMENT

KNOWS ALL MEN BY THESE PRESENTS THAT the undersigned, being the owners and residents of those parcels of land located in Granville County, North Carolina, and accessed by existing private farm paths known as Trappers Run do hereby agree and covenant with all persons, firms, or corporations, now owning or hereafter acquiring any of said parcels, that all are hereby subjected to the following road maintenance agreement, running with said parcels by whomsoever owned, to wit:

1. So long as the roadway identified as Trappers Run remains as private farm paths, each owner will be responsible for a proportionate share of the costs of maintaining the road. That proportionate share is hereby declared to be one-seventh.

2. To insure that the road is at all times kept serviceable, DALE P. ALLEN and Joseph H. Poole, as long as they own any parcel on Trappers Run, will obtain periodic maintenance services on the road. The costs of this periodic road maintenance shall be borne equally by each parcel owner and shall be paid immediately upon being billed. Failure to pay such proportionate share within thirty (30) days of the date of billing shall constitute a failure to pay for labor and materials as is contemplated in NCGS 44(A)-8 et seq. and DALE P. ALLEN and Joseph H. Poole, or their assign, shall be entitled to proceed against the non-paying parcel owner to perfect a lien against the parcel as is provided in NCGS 44(A)-12 et seq.

3. Should at any time DALE P. ALLEN and Joseph H. Poole, no longer be the owner of any parcel on Trappers Run then a majority of the parcel owners shall select a person or firm to undertake the responsibility of obtaining periodic road maintenance. Each parcel owner will continue to be liable for the proportionate costs and the remedies for non-payment will be the same as were hereinabove vested in DALE P. ALLEN and Joseph H. Poole.

Witness our hands and seals this 24th day of July, 1995.

Joseph H. Poole (SEAL)
Joseph H. Poole
Lois T. Poole (SEAL)
Lois T. Poole
Carl P. Harris (SEAL)
Carl P. Harris
Deborah K. Keith (SEAL)
Deborah K. Keith

Recd. to: Granville, N.C., July 23/95
returned 8.24.95

Road Maintenance Agreement for Trappers Run - Page 2

Eugene G. Turner (SEAL)
Eugene G. Turner

Mary H. Turner (SEAL)
Mary H. Turner

Edward L. Allen (SEAL)
Edward L. Allen

Dale P. Allen (SEAL)
Dale P. Allen

Ronald G. Turner (SEAL)
Ronald G. Turner

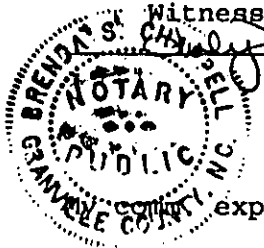
Sheila G. Turner (SEAL)
Sheila G. Turner

Richard D. McAskill (SEAL)
Richard D. McAskill

STATE OF NORTH CAROLINA
COUNTY OF Granville

I, the undersigned Notary Public in the aforesaid county and state do hereby certify that Joseph H. Poole and Lois T. Poole each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 24th day of _____, 1995.



Brenda S. Chappell
Notary Public

expires: January 18th 2000

Road Maintenance Agreement for Trappers Run - Page 3

STATE OF NORTH CAROLINA
COUNTY OF Granville

I, the undersigned Notary Public in the aforesaid county and state do hereby certify that Carl P. Harris personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



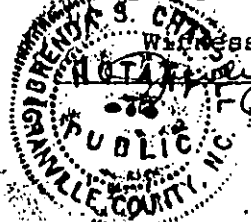
Witness my hand and notarial seal this 24th day of July, 1995.

Brenda S. Chappell
Notary Public

My comm. expires: January 18th 2000

STATE OF NORTH CAROLINA
COUNTY OF Granville

I, the undersigned Notary Public in the aforesaid county and state do hereby certify that Deborah K. Keith personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Witness my hand and notarial seal this 24th day of July, 1995.

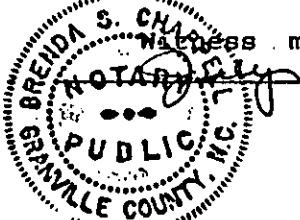
Brenda S. Chappell
Notary Public

My comm. expires: January 18th 2000

Road Maintenance Agreement for Trappers Run - Page 4

STATE OF NORTH CAROLINA
COUNTY OF Granville

I, the undersigned Notary Public in the aforesaid county and state do hereby certify that Eugene G. Turner and Mary H. Turner each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



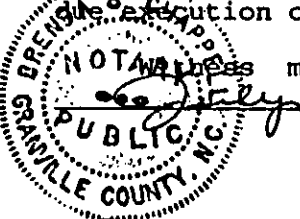
Witness my hand and notarial seal this 24th day of _____, 1995.

Brenda S. Chappell
Notary Public

My comm. expires: January 18th 2000

STATE OF NORTH CAROLINA
COUNTY OF Granville

I, the undersigned Notary Public in the aforesaid county and state do hereby certify that Edward L. Allen and Dale P. Allen each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Witness my hand and notarial seal this 24th day of _____, 1995.

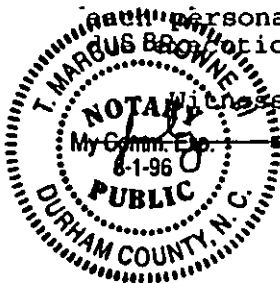
Brenda S. Chappell
Notary Public

My comm. expires: January 18th 2000

Road Maintenance Agreement for Trappers Run - Page 5

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, the undersigned Notary Public in the aforesaid county and state do hereby certify that Ronald G. Turner and Sheila G. Turner each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



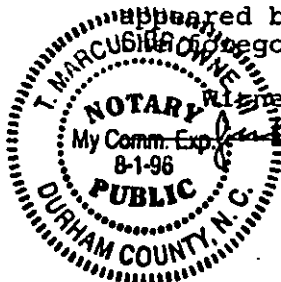
Witness my hand and notarial seal this 31st day of _____, 1995.

T. Marcus Browne
Notary Public

My comm. expires: 8-6-96

STATE OF NORTH CAROLINA
COUNTY OF Durham

I, the undersigned Notary Public in the aforesaid county and state do hereby certify that Richard D. McAskill personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Witness my hand and notarial seal this 31st day of _____, 1995.

T. Marcus Browne
Notary Public

My comm. expires: 8-6-96

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Brenda J. Chappell a Notary Public
of Granville County, NC. & T. Marcus Browne III, a
Notary Public of Durham County, NC.
is/are certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Granville County, N. C., in Book 673, Page 393.

This 1st day of August, A.D., 1995 at 8:48 o'clock P. M.
Recorded and verified: Shirley E. Ford By Debbie C. Lark
Register of Deeds Ass/Deputy Register of Deeds

\$ 16.00 Rec. Fees \$ _____ Stamps _____