

**SUBDIVISION IMPROVEMENTS MAINTENANCE AGREEMENT
PURSUANT TO THE GRANVILLE COUNTY LAND DEVELOPMENT ORDINANCE
CHAPTER 32, SUBSECTION 1064**

1. Purpose: This Subdivision Improvements Maintenance Agreement ("Agreement") is intended to ensure that roads that are or will be dedicated to the public are properly maintained, free from defects, between the time of their construction and the time of formal acceptance for maintenance by the North Carolina Department of Transportation ("NCDOT"). This Agreement is not executed for the benefit of persons providing services or material to the subdivision, or for the benefit of persons buying lots or homes in the subdivision, or other possible third-party beneficiaries.

2. Parties: This Agreement is between Granville County, North Carolina, a body corporate and politic of the State of North Carolina (the "County") and Bruce W. Gulley, R. Wayne Bailey, Sr. & Julianna O. Wright (as to Phase 1-D) and Ironwood Investments Associates, LLC (as to Phases 2-A and 2-B) (collectively, the "Subdivider"), whose contact information is as follows: (i) Telephone Number: 919-414-4477; Email: rwayneb1@yahoo.com.

3. Term: This Agreement shall remain in effect for ten (10) years or until such time as the NCDOT or a municipality assumes formal, legal responsibility for maintenance of the roads, whichever is earlier. The County may automatically renew this Agreement for subsequent terms of ten (10) years each by providing written notice to the Subdivider prior to the expiration of the then current term. Any renewal of this Agreement shall be upon all the terms and conditions set forth in this Agreement and any amendments to this Agreement.

4. Subdivision: This Agreement applies to property the Subdivider is developing as The Oaks at Ironwood Phases 1-D, 2-A and 2-B, as recorded in Plat Books ___, Pages ___, Granville County Registry as approved by the Granville County Planning Department for recording (the "Subdivision Property").

5. Improvements and Standards: The Subdivider will maintain, at its own expense, all required public road improvements including, but not limited to, grading, ditching, culverts, stone base, asphalt, seeding, drainage improvements, and sedimentation and erosion control improvements (the "Improvements") to the standards required by Chapter 32, Article XVII, Division 2 and Chapter 32, Article XI, Division 2 of the Granville County, North Carolina Code of Ordinances (the "Code") until such time as the NCDOT or a municipality assumes formal, legal responsibility for maintenance of the Improvements. This obligation to maintain requires the Subdivider to correct any deterioration of, or defect in, the Improvements that arise and to remove all temporary erosion and sedimentation control measures. Further, the Subdivider shall comply with additional improvement measures, should the occasion arise, as specified by the County. The Subdivider hereby grants the County and NCDOT, and their respective successors, assigns, agents, contractors, and employees, a nonexclusive right to enter the Subdivision Property for the purposes of inspecting the Improvements.

**FURTHER THE SUBDIVIDER UNDERSTANDS AND AGREES THAT THE ROADS IN
THE SUBDIVISION MUST CONNECT TO ROADS MAINTAINED BY NCDOT.
HOWEVER, IT IS UNDERSTOOD AND AGREED THAT SUBDIVIDER SHALL HAVE
NO RESPONSIBILITY FOR MAINTAINING ROADS IN OR OBTAINING NCDOT**

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SIMA – Ironwood Phases 1-D, 2-A, & 2-B



Doc ID: 003076300010 Type: CRP
Recorded: 10/31/2016 at 04:13:10 PM
Fee Amt: \$51.00 Page 1 of 10
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK **1617** PG **452-461**

APPROVAL OF ROADS IN PHASE I-A OF THE OAKS AT IRONWOOD SUBDIVISION EXCEPT TO THE EXTENT NECESSARY TO CONNECT THE SUBDIVISION PROPERTY TO ROADS MAINTAINED BY NCDOT. SUBDIVIDER SHALL BE RESPONSIBLE IN ALL RESPECTS FOR ALL ROADS IN THE FOLLOWING PHASES: 1-B, 1-C, 1-D, 2-A AND 2-B. AT THE TIME OF THIS AGREEMENT NO ROADS WITHIN ANY PHASES OF THIS SUBDIVISION ARE STATE MAINTAINED.

6. Administrative Fee: The Subdivider will pay the County, at the time of execution of this Agreement, an administrative fee in the amount of \$400 to cover the County's costs related to this Agreement. This administrative fee shall also be assessed on any renewal of this Agreement prior to the expiration date of the then current term.

7. Events of Default: The following conditions, occurrences, omissions or actions will constitute a default by the Subdivider:

- a. Subdivider's failure to have any road in the Subdivision accepted by NCDOT for addition to the State-maintained road system within one (1) year of the Subdivider becoming eligible based upon any build out requirements to petition for the addition of the road into the State-maintained road system;
- b. Subdivider's insolvency, the appointment of a receiver for the Subdivider, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Subdivider;
- c. Foreclosure of any lien against the Subdivision Property or a portion of the property, or assignment or conveyance of the Subdivision Property in lieu of foreclosure; or
- d. Within ten (10) days after any appointment of a receiver for the Subdivider, filing of a bankruptcy petition respecting the Subdivider, foreclosure against the Subdivision Property, or conveyance of the Subdivision Property in lieu of foreclosure, the Subdivider will give the County written notice of such event.

8. Notice of Default: If any of the conditions of default set out above exist, the County may give the Subdivider written notice of default unless the public road improvements have been accepted into the State-maintained road system. The County need not provide any further notice before declaring a default except as set out in this Section 8.

9. County's Remedies Upon Default: The County shall have the right to pursue all remedies set out below and all remedies available under the law specifically including, but in no way limited to, the following:

- a. The County may proceed under the terms of any performance surety in favor of the County posted by the Subdivider pursuant to the Code or other applicable law or contractual requirement;

- b. The parties agree that the County will be entitled to seek damages in the amount of the Improvements necessary to bring the road(s) up to the standards required by the Code and NCDOT. The damages shall be determined based upon an assessment of probable cost prepared by an engineer retained by the County. The County will have the right to release said damages to a Homeowners Association ("HOA") duly constituted under the laws of North Carolina for the subdivision, if such an HOA exists, upon the HOA's meeting of certain conditions specified by the County, for the HOA to use to correct, or to arrange for the correction of, any deterioration of, or defect in, the improvements and to maintain them until all public road improvements are added to the State maintained road system or accepted by a municipality for maintenance;
- c. The damages described above shall not be considered a penalty but as a fair and reasonable estimate of the amount of damages likely to be incurred by the County if the Improvements herein described are not completed in accordance with the terms and purpose of this Agreement. The parties recognize and agree that the actual amount of damages would be difficult or impossible to ascertain; and
- d. In addition to the damages described above, the County shall be entitled to any or all of the Enforcement powers set out in Chapter 32, Article XVII, Division 7 of the Code and any other rights or remedies available under applicable law.

10. Indemnification: The Subdivider expressly agrees to indemnify and hold the County harmless from and against any claims, cost, and liability for injury or damage received or sustained by any person or entity in connection with work performed under this Agreement. The Subdivider further agrees to protect and defend the County if the County is named as a defendant in an action concerning work performed under this Agreement except where the action is brought by the Subdivider. The Subdivider is not an agent or employee of the County.

11. No Waiver: No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will it constitute a continuing waiver, unless expressly provided for by a written amendment to this Agreement. Nor will any waiver of any default under this Agreement constitute a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Subdivider. The County's exercise of any right under this Agreement will not relieve the Subdivider from any obligation to maintain the Improvements under the County's Land Development Ordinance and will not constitute a waiver of the County's right to exercise any enforcement action under those ordinances.

12. Amendment or Modification: The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County by the County Manager (or his or her designee) and by the Subdivider (or the Subdivider's authorized officer). An amendment or modification must be properly notarized before it is effective.

13. Attorney's Fees: Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, will

be entitled to costs - including reasonable attorney's fees and expert witness fees - from the opposing party.

14. Third Party Rights: No person or entity not a party to this Agreement will have any right of action under this Agreement.

15. Scope: This Agreement constitutes the entire agreement between the parties, and no statement, promise, or inducement not contained in this Agreement will be binding on the parties.

16. Severability: If the courts hold any part of this Agreement to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, and the rights of the parties will be construed as if the part was never a part of the Agreement.

17. Notice: Any notice required by this Agreement will be considered effective when personally delivered in writing, or three days after being deposited with the U.S. Postal Service, postage prepaid.

COUNTY: Granville County
Attn: Michael S. Felts, County Manager
P.O. Box 906 (mail)
122 Williamsboro St. (delivery)
Oxford, NC 27565

With a copy to:

James C. Wrenn, Jr., County Attorney
Hopper, Hicks, & Wrenn, PLLC
111 Gilliam Street (delivery)
P.O. Box 247 (mail)
Oxford, NC 27565

SUBDIVIDER: As to Phase 1-D:

Bruce W. Gulley, R. Wayne Bailey, Sr. & Julianna O. Wright
Attn: R. Wayne Bailey, Sr.
7225 Churchill Drive
Wake Forest, NC 27587

With a copy to:
Warren Shackleford & Thomas, PLLC
343 South White Street (delivery)
PO Box 1187 (mail)
Wake Forest, NC 27588

As to Phases 2-A and 2-B:

Ironwood Investments Associates, LLC
Attn: Bruce W. Gulley, Manager
7901 Sagewood Court
Raleigh, NC 27615

With a copy to:
Warren Shackleford & Thomas, PLLC
343 South White Street (delivery)
PO Box 1187 (mail)
Wake Forest, NC 27588

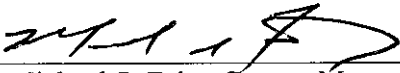
18. Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign, governmental or public official immunities under state law.

THE SUBDIVIDER UNDERSTANDS AND ACKNOWLEDGES THAT IT IS JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, AT ITS OWN EXPENSE, OF ALL REQUIRED IMPROVEMENTS TO THE STANDARDS REQUIRED BY THE CODE UNTIL SUCH TIME AS THE NCDOT OR A MUNICIPALITY ASSUMES FORMAL, LEGAL RESPONSIBILITY FOR MAINTENANCE OF THE IMPROVEMENTS. THE UNDERSIGNED SUBDIVIDER FURTHER ACKNOWLEDGES THAT IT WILL PROVIDE EACH PROSPECTIVE BUYER OF ANY LOT SHOWN ON THE RECORD PLAT WITH (1) WRITTEN DISCLOSURE OF THE SUBDIVIDER'S RESPONSIBILITY FOR MAINTAINING THE REQUIRED IMPROVEMENTS AS SET OUT IN THE CODE AND (2) THE PROVISIONS OF THE CODE PROHIBITING THE ISSUANCE OF BUILDING PERMITS UNTIL SUCH TIME AS (I) THE SUBDIVIDER HAS ENTERED INTO A MAINTENANCE AGREEMENT WITH THE COUNTY OR (II) THE NCDOT OR A MUNICIPALITY HAS ACCEPTED ANY PUBLIC ROAD IMPROVEMENTS FOR MAINTENANCE.

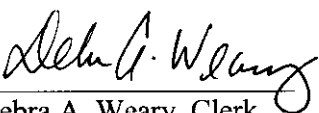
[SIGNATURE PAGES FOLLOW]

Dated this 31st day of October, 2016.

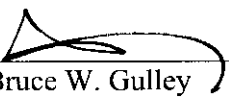
GRANVILLE COUNTY

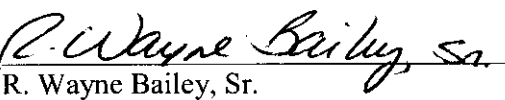
By:  (SEAL)
Michael S. Felts, County Manager

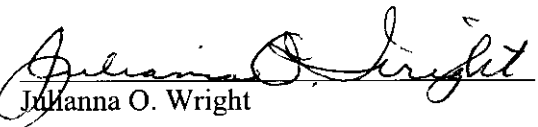
ATTEST:


Debra A. Weary, Clerk
Granville County Board of Commissioners

As to Phase 1-D, Subdividers:

 (SEAL)
Bruce W. Gulley

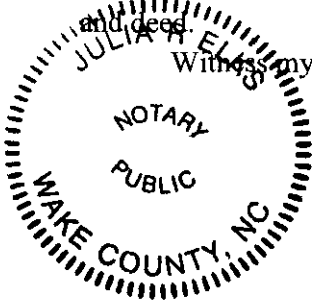
 (SEAL)
R. Wayne Bailey, Sr.

 (SEAL)
Julianna O. Wright

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, Julia R Elks, a Notary Public for said County and State, certify that Bruce W. Gulley personally came before me and acknowledged that he is the Manager of Ironwood Investments Associates, LLC, a North Carolina limited liability corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this the 31 day of October, 2016.

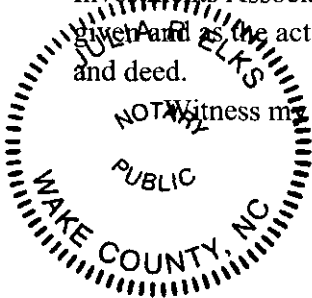


Julia R Elks Julia R Elks
Notary Public
My commission expires: 12-3-20

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, Julia R Elks, a Notary Public for said County and State, certify that ~~Mr.~~ Wayne Bailey personally came before me and acknowledged that he is the Member of Ironwood Investments Associates, LLC, a North Carolina limited liability corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this the 31 day of October, 2016.

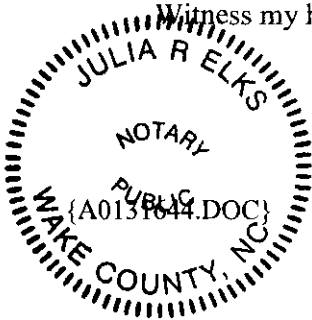


Julia R Elks Julia R Elks
Notary Public
My commission expires: 12-3-20

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, Julia R Elks, a Notary Public for said County and State, certify that Julianna O. Wright personally came before me and acknowledged that she is the Member of Ironwood Investments Associates, LLC, a North Carolina limited liability corporation, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this the 31 day of October, 2016.



Julia R Elks Julia R Elks
Notary Public
My commission expires: 12-3-20

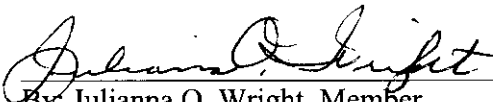
SIMA – Ironwood Phases 1-D, 2-A, & 2-B

As to Phases 2-A and 2-B, Subdividers:

Ironwood Investments Associates, LLC

 (SEAL)
By: Bruce W. Gulley, Manager

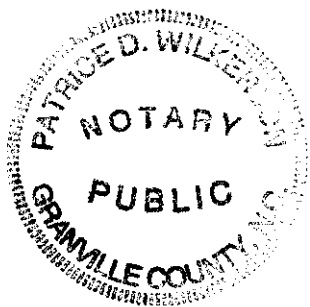
 (SEAL)
By: R. Wayne Bailey, Member

 (SEAL)
By: Julianna O. Wright, Member

STATE OF NORTH CAROLINA, COUNTY OF GRANVILLE

I, the undersigned Notary Public in and for the County of Granville and State of North Carolina, do hereby certify that Debra A. Weary, either [] personally known by me or [☒] proven by satisfactory evidence (said evidence being _____), personally came before me this day and acknowledged that she is the Clerk to the Granville County Board of Commissioners, and that by authority duly given and as the act of said body politic and corporate, the foregoing instrument was signed in its name by its Chairman and attested by her as Clerk to the Board of Commissioners.

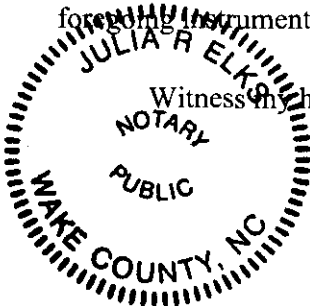
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 31st day of October, 2016.



Patricia D. Wilkerson
Notary Public
Patricia D. Wilkerson
Printed or Typed Name
My commission expires: May 22, 2021

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Julia R. Elks, a Notary Public for said County and State, certify that
Bruce W. Gulley personally appeared before me this day acknowledged the due execution of the
foregoing instrument by him/her/them for the purposes stated therein.

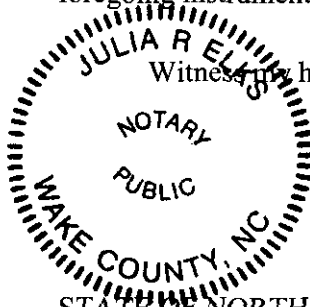


Witness my hand and official stamp or seal, this the 31 day of October, 2016.

Julia R. Elks Julia R. Elks
Notary Public
My commission expires: 12-3-20

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Julia R. Elks, a Notary Public for said County and State, certify that
R. Wayne Bailey, Sr. personally appeared before me this day acknowledged the due execution of the
foregoing instrument by him/her/them for the purposes stated therein.



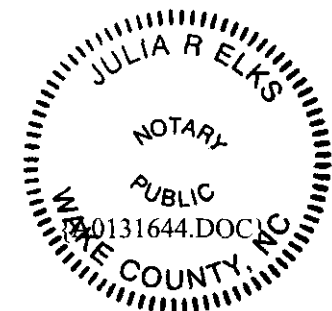
Witness my hand and official stamp or seal, this the 31 day of October, 2016.

Julia R. Elks Julia R. Elks
Notary Public
My commission expires: 12-3-20

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Julia R. Elks, a Notary Public for said County and State, certify that
Julianna O. Wright personally appeared before me this day acknowledged the due execution of the
foregoing instrument by him/her/them for the purposes stated therein.

Witness my hand and official stamp or seal, this the 31 day of October, 2016.



Julia R. Elks Julia R. Elks
Notary Public
My commission expires: 12-3-20