

NORTH CAROLINA
GRANVILLE COUNTY

STREET MAINTENANCE AGREEMENT

Book 0790 Page 1179

KNOW ALL MEN BY THESE PRESENTS that J. W. BLACK, SR., by and through his Attorney-in-Fact, Gertrude S. Black, and wife, GERTRUDE S. BLACK, of Granville County, North Carolina, who are the owners of that certain parcel of land situate in Walnut Grove Township, which land borders on both sides of Rock Bottom Road, which said Rock Bottom Road is more particularly described on plat of record in Plat Book 24, at Page 66, Granville County Registry. Said plat is entitled "Rock Bottom Road" and was prepared by Currin Engineering & Surveying of Oxford, North Carolina, and is dated July 6, 1999;

Do hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any of the area included within the above described land, that all are hereby subjected to the following Street Maintenance Agreement, running with said properties by whomsoever owned, to wit:

So long as the street identified as Rock Bottom Road remains in sole name of the said present owners, the said J. W. Black, Sr. and wife, Gertrude S. Black, or their heirs or assigns, the said J. W. Black, Sr. and wife, Gertrude S. Black, shall be responsible for the costs of maintaining said Road. If future property is developed within said lands, and as a result, these future property owners require the use of said private road, then such future property owners shall share in the maintenance of said private road.

The proportionate share of each future lot owner along said private road shall be the number of lots he or she may own compared to the total number of lots fronting said private road. If the number of lots increase along said road, then the number of lot owners

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responsible for a proportionate part of the maintenance costs will increase, but if one owner owns more than one lot, then that owner will share according to the total numbers of lots developed by such owner.

To ensure that the road at all times is kept serviceable, the said J. W. Black, Sr. and wife, Gertrude S. Black, will obtain periodic maintenance service on said road. The costs of this periodic maintenance shall be borne proportionately as set forth above. Failure to pay such proportionate share after thirty (30) days from receipt of a bill for the same shall constitute a failure to pay for labor and material as is contemplated in North Carolina General Statutes Section 44A-8 et seq., and the above named owners or their heirs or assigns shall be entitled to proceed against the nonpaying lot owner to perfect a lien against the lot as is provided by North Carolina General Statutes 44A-12 et seq.

Should at any time the said J. W. Black, Sr. and wife, Gertrude S. Black, no longer be the owners of any lot on said private road, then a majority of the lot owners shall select a person or firm to undertake the responsibility of periodic road maintenance.

In the event that J. W. Black, Sr. and wife, Gertrude S. Black, or their heirs or assigns to the task of road maintenance do not perform the necessary maintenance, then a two-thirds majority vote of the lot owners may have the road maintained as needed and apportion the costs to each lot owners as provided above. Nonpayment in this instance will subject the nonpaying lot owner to the same remedies as set forth in this Agreement. By a unanimous vote of all lot owners, the road may be paved and the costs apportioned proportionately to each lot owner, and nonpayment by any lot owner shall again subject him or her to the remedies as set forth herein. Any lot owner may, at his own expense, perform

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maintenance on the road, provided such maintenance improves the overall condition of the road.

IN TESTIMONY WHEREOF, the said J. W. Black, Sr. and wife, Gertrude S. Black, have hereunto set their hands and seals, this the 26 day of August, 1999.

J. W. Black Sr. (SEAL)
J. W. Black, Sr.

BY: Gertrude S. Black (SEAL)
Gertrude S. Black
Attorney-in-Fact

Gertrude S. Black (SEAL)
Gertrude S. Black

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NORTH CAROLINA

GRANVILLE COUNTY

I, Kimberly L. Jones, a Notary Public for said County and State, do hereby certify that Gertrude S. Black, attorney in fact for J. W. Black, Sr., personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of the said J. W. Black, Sr., and that ~~his~~ authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds in the County of Granville, State of North Carolina, on the 25th day of April, 1985, in Book 252, Page 559, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

I do further certify that the said Gertrude S. Black acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said J. W. Black, Sr.

Witness my hand and seal, this the 26th day of August, 1999.



Kimberly L. Jones
Notary Public

My commission expires: 12/15/2002

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public of said County and State, do hereby certify that on this day personally appeared before me Gertrude S. Black, one of the signers and sealers of the foregoing instrument, and acknowledged the due execution of the same by her for the purposes herein set forth.

Witness my hand and notarial seal, this the 26th day of August, 1999.



Kimberly L. Jones
Notary Public

My commission expires: 12/15/2002

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STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Kimberly L. Jones, a Notary Public of said County and State, is certified to be correct. This instrument was presented for registration and filed in this office in Book 790, Page 1179, This 26th day of August, 1999, at 12:39 o'clock P.M. By Ruth Ann Crews Register of Deeds, Joseph R. Betts Deputy/Assistant.