

NORTH CAROLINA
GRANVILLE COUNTY

PRIVATE ROAD MAINTENANCE
AGREEMENT

Prepared by and mail
after recording to:

THIS AGREEMENT made this 1st day of July 2023, by SUSTAINABLE LAND HOLDINGS, LLC, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the property described as Tracts A, B,C and D depicted on plat recorded in Plat Book 52, page 56 and being the property described in Deed Book 1857, page 219 recorded in the Granville County Registry. The Declarant desires to subject the Private Access Easement shown on the aforementioned plats to this agreement for the benefit of future Lot Owners who will use the Private Access Easement for ingress, egress, regress and utility purposes (hereinafter referred to as "Lot Owners").

WHEREAS, it is the mutual desire of the parties hereto that said private road easement be maintained in a safe and usable condition by the Lot Owners; and,

WHEREAS, it is the mutual desire of the parties hereto to establish a method for the maintenance and repair of said private road easement and for the apportionment of the expense of such maintenance and repair among existing and future Lot Owners; and,

WHEREAS, it is the mutual intention of the parties that this Agreement constitute a covenant running with the land, binding upon each successive Lot Owners of all or any portion of the property and any future lot abutting and utilizing the aforementioned Private Access Easement for ingress, egress and regress;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Property is benefited by this Agreement, and present and successive Lot Owners of all or any portion of the Property that benefits from the easement described herein are expressly bound hereby for the benefit of the land. This agreement shall only apply to those lots in which the owner(s) use the above described access easement for ingress, egress and regress to and from said lots.
2. The cost and expense of maintaining the private road easement shall be divided equally among the lots referenced herein and any future lot or lots that use said easement for access and paid by the Lot Owners or the heirs, assigns and successors in interest of each such owner.
3. In the event any of the herein described parcels of land are subdivided further, the Lot Owners, heirs, assigns and successors in interest of each such newly created parcel that benefits from the easement described herein shall be liable under this Agreement for their then pro rata share of expenses and such pro rata shares of expenses shall be computed to reflect such newly created parcels.

4. The repairs and maintenance to be performed under this Agreement shall be limited to the following, unless the consent for additional work is agreed to by a majority vote of the Lot Owners.

- Reasonable and normal road improvement and maintenance work to adequately maintain said private road easement and related drainage facilities to permit all weather access. Repairs and maintenance under this Agreement shall include, but is not limited to, filling of holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.

5. Any extraordinary repair required to correct damage to said road easement that results from action taken or contracted for by parties hereto or their successors in interest shall be paid for by the party taking action or party contracting for work which caused the necessity for the extraordinary repair. The repair shall be such as to restore the road easement to the condition existing prior to said damage.

6. It is agreed that Declarant is initially the agent to contract and oversee and do all acts necessary to accomplish the repairs and maintenance required and/or authorized under this Agreement. The parties further agree that the agent may at any time be replaced at the direction of a majority of the Lot Owners. Repair and maintenance work on the private road easement shall be commenced when a majority of the Lot Owners agree in writing that such work is needed. The agent shall obtain three bids from licensed contractors and shall accept the lowest of said three bids or other arrangement agreed upon by the majority of lot owners and shall then initiate the work. In performing his duties, the agent, as he anticipates the need for funds, shall notify the parties and each party shall within forty-five (45) days pay the agent.

7. Should any Lot Owners fail to pay the pro rata share of costs and expenses as provided in this Agreement, then the agent or any Lot Owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such Lot Owners in accordance with the provisions of North Carolina Law, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current judiciary rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney's fees.

8. Any liability of the Lot Owners for personal injury to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the Lot Owners for damage to the Property, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between the Lot Owners in the same percentages as they bear the costs and expenses of such repairs and maintenance. Each Lot Owner shall be responsible for and maintain his own insurance, if any. By this Agreement, the parties do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to the repairs and maintenance undertaken under this Agreement. Each of the Lot Owners agrees to indemnify the others from any and all liability for injury to him or damage to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.

9. The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land of each of the Lot Owners and each and every person who shall at anytime own all or any portion of the Property that benefits from the easement referred to herein.

10. It is understood and agreed that the covenants herein contained shall be binding on the heirs, executors, administrators, successors, and assigns of each of the affected Lot Owners.

11. It is the purpose of the signatories hereto that this Instrument be recorded in the property records of this County, and intend that the obligation hereby created shall be and constitute a covenant running with the land and any subsequent Purchaser of all or any portion thereof, by acceptance of delivery of a deed and/or conveyance regardless of form, shall be deemed to have consented to and become bound by these presents, including without limitation, the right of any person entitled to enforce the terms of this Agreement to institute legal action as provided in paragraph 7 hereof, such remedy to be cumulative and in addition to other remedies provided in this Agreement and to all other remedies at law or in equity. The terms of this Agreement may be amended in writing upon majority approval of the affected Lot Owners.