

BK 2395 PG 24 - 26 (3) DOC# 10099429
This Document eRecorded: 04/25/2025 02:50:13 PM
Fee: \$26.00 Tax: \$0.00
Franklin County, North Carolina
Brandi Smith Brinson, Register of Deeds

Prepared by and return to: Warren Shackleford & Thomas PLLC
P.O. Box 1187, Wake Forest, NC 27588-1187

STATE OF NORTH CAROLINA

**RIGHT OF WAY MAINTENANCE
AND ACCESS EASEMENT**

COUNTY OF FRANKLIN

This Right of Way Maintenance and Access Easement Agreement made this 2nd day of April, 2025, by Pro Holdings LLC as Lot 1 Owner and Genesis Building Co., Inc. As Lot 2, 3, 4 & 5 Owner hereinafter collectively referred to as Owners, as follows:

1. Owners are the owner of Lots 1, 2, 3, 4, & 5 off of East College Street, Franklinton, NC 27525 as shown on that plat entitled "Minor Subdivision Plat for Pro Holdings, LLC" as recorded in the Book 2024 Page 269, Franklin County Registry. Access to all of these lots shall only be from that "30' Private Right of Way Access and Utility Easement" as shown on said plat. Said access shall grant the adjoining lot owners, their heirs, successors, and assigns, all right of ingress, egress and regress along this easement for all vehicular and pedestrian traffic.
2. Owners hereby affirm that they and their successors will keep any easement area in good condition for all types of vehicular and pedestrian traffic. This will include keeping the banks and ditches properly contoured and maintained so that water properly drains at all times. As needed the easement area will be graded and any potholes repaired.
3. All expenses in maintenance of this easement for this minor subdivision shall be paid equally by all lot owners of property along this easement who shall use this easement for legal access. Each of the lot owners will pay their respective percentage of all expenses. Should any lot owner not pay their share of the expenses which are incurred, the other lot owners have all right to take the unpaying lot owner to court, seeking a monetary judgment against the non-paying owner for their share of the expenses as well as all legal fees and court costs incurred in collecting from the non-paying owner.
4. In the event significant construction or work is done on or to any part of the easement area solely located due to construction at one of the lots and not the others, then the owner of that

Submitted electronically by "Warren, Shackleford & Thomas, P.L.L.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Franklin County Register of Deeds.

Prepared by and return to: Warren Shackleford & Thomas PLLC
P.O. Box 1187, Wake Forest, NC 27588-1187

STATE OF NORTH CAROLINA

**RIGHT OF WAY MAINTENANCE
AND ACCESS EASEMENT**

COUNTY OF FRANKLIN

This Right of Way Maintenance and Access Easement Agreement made this 7th day of April, 2025, by Pro Holdings LLC as Lot 1 Owner and Genesis Building Co., Inc. As Lot 2, 3, 4 & 5 Owner hereinafter collectively referred to as Owners, as follows:

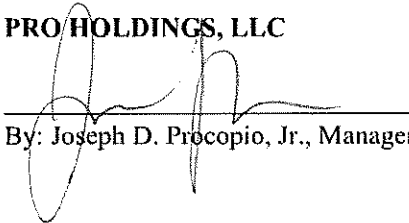
1. Owners are the owner of Lots 1, 2, 3, 4, & 5 off of East College Street, Franklinton, NC 27525 as shown on that plat entitled "Minor Subdivision Plat for Pro Holdings, LLC" as recorded in the Book 2024 Page 269, Franklin County Registry. Access to all of these lots shall only be from that "30' Private Right of Way Access and Utility Easement" as shown on said plat. Said access shall grant the adjoining lot owners, their heirs, successors, and assigns, all right of ingress, egress and regress along this easement for all vehicular and pedestrian traffic.
2. Owners hereby affirm that they and their successors will keep any easement area in good condition for all types of vehicular and pedestrian traffic. This will include keeping the banks and ditches properly contoured and maintained so that water properly drains at all times. As needed the easement area will be graded and any potholes repaired.
3. All expenses in maintenance of this easement for this minor subdivision shall be paid equally by all lot owners of property along this easement who shall use this easement for legal access. Each of the lot owners will pay their respective percentage of all expenses. Should any lot owner not pay their share of the expenses which are incurred, the other lot owners have all right to take the unpaying lot owner to court, seeking a monetary judgment against the non-paying owner for their share of the expenses as well as all legal fees and court costs incurred in collecting from the non-paying owner.
4. In the event significant construction or work is done on or to any part of the easement area solely located due to construction at one of the lots and not the others, then the owner of that

lot where the construction work is done shall bear full expense of returning the easement area to suitable use for all types of pedestrian and vehicular traffic.

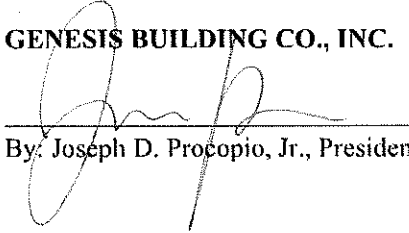
5. In deciding whether expenditures should be incurred for maintenance or improvement of the "30' Private Right of Way Access and Utility Easement" area, the majority of lot owners shall rule for this decision. As long as a majority of owners are in favor of undertaking improvements or maintenance, the work shall be carried out and paid for by the Lot Owners.
6. Each lot owner, at their own expense, may undertake improvements to that portion of the easement which their lot faces. Each lot owner shall have the right to improve or upgrade the bank and drainage area along the easement, keeping it in good condition at all times. Any such work shall not be a joint expense of the other lot owners.
7. This Right of Way Maintenance and Access Agreement shall be binding upon all owners, their successors and or assigns of all lots as shown on Plat Book 2024, Page 269, Franklin County Registry. As of the date of this document, the sole owners of these lots are the undersigned. However, should ownership change, responsibilities and obligations of this Right of Way Maintenance and Access Agreement shall shift to the then current owners of these lots. Further there may be new plats recorded whereby the original lots are further subdivided. This agreement shall be binding on any new lot created pursuant to those new plats.

IN WITNESS WHEREOF, the Owners below have caused this instrument to be executed the day and year as stated above.

PRO HOLDINGS, LLC


By: Joseph D. Procopio, Jr., Manager

GENESIS BUILDING CO., INC.


By: Joseph D. Procopio, Jr., President

<<NOTARY PAGE TO FOLLOW>>

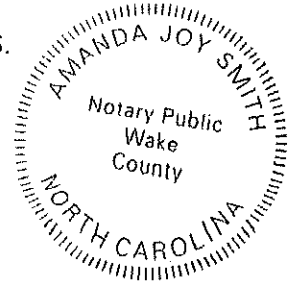
STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Amanda Joy Smith, a Notary Public of Wake County and State aforesaid, certify that Joseph D. Procopio, Jr. personally appeared before me this day and acknowledged that he is Manager of Pro Holdings, LLC, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him in the Company name as the act of the Company.

Witness my hand and official stamp or seal, this the 7th day of April, 2025.

AJ Smith
Notary Public

My Commission Expires: 9.1.29



STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Amanda Joy Smith, a Notary Public of Wake County and State aforesaid, certify that Joseph D. Procopio, Jr. personally appeared before me this day and acknowledged that he is President of Genesis Building Co., Inc., a North Carolina corporation and that by authority duly given, the foregoing instrument was signed by him in the Company name as the act of the Company.

Witness my hand and official stamp or seal, this the 7th day of April, 2025.

AJ Smith
Notary Public

My Commission Expires: 9.1.29

