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BOOK 01421	VANCE
PAGE 1222 THRU 1228	COUNTY NC
INSTRUMENT # 03832	CASSANDRA D. NEAL
RECORDING \$28.00	REGISTER
EXCISE TAX (None)	OF DEEDS
	JJS

STATE OF NORTH CAROLINA

COUNTY OF VANCE

Prepared By: Jonathan S. Care, Attorney at Law, P.A.
109 W. Montgomery Street
Henderson, NC 27536

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this the 2nd day of May, 2022, by and between Redemption Properties, LLC; Currin Enterprise, Inc.; Rod's Investments, LLC; John D. Faucette; Sharon M. Herbster and husband Robert F. Herbster, and Redemption Properties, LLC.

WITNESSETH:

WHEREAS, Redemption Properties, LLC is the owner of twenty-two (22) parcels of land (Lots 8, 9, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 29, 30, 33, 34, 35, 37) located on Tristen Lane and shown on Plat Book "V", Page 965, and Plat Book "V", Page 857, Vance County Registry and described in Deed Book 1392, Page 910; and,

WHEREAS, Currin Enterprise, Inc. is the owner of a parcel of land (Lot 10) located on Tristen Lane and is shown on Plat Book "V", Page 857, Vance County Registry and described in Deed Book 1063, Page 470; and,

WHEREAS, Rod's Investments, LLC is the owner of four (4) parcel of land (Lots 6, 12, 15, 31) located on Tristen Lane and is shown on Plat Book "V", Page 857, and Plat Book "V", Page 965, Vance County Registry and described in Deed Book 1317, Page 905 and Book 1328, Page 625; and,

WHEREAS, John D. Faucette is the owner of a parcel of land (Lot 11) located on Tristen Lane and is shown on Plat Book "V", Page 730, Vance County Registry and described in Deed Book 1212, Page 470; and,

WHEREAS, Sharon M. Herbster is the owner of a parcel of land (Lot 26) located on Tristen Lane and is shown on Plat Book "V", Page 965, and Plat Book "V", page 730, Vance County Registry and described in Deed Book 872, Page 258; and,

WHEREAS, George Leshner and wife Shirley Leshner are the owners of a parcel of land (Lot 1) located on Tristen Lane and is shown on Plat Book "V", Page 857, Vance County Registry and described in Deed Book 1145, Page 897; and,

WHEREAS, William L. Recher and wife Linda G. Recher are the owners of a parcel of land (Lot 2) located on Tristen Lane and is shown on Plat Book "V", Page 857, Vance County Registry and described in Deed Book 816, Page 426; and,

WHEREAS, Ellis Hawley is the owner of a parcel of land (Lot 3 and 4-A) located on Tristen Lane and is shown on Plat Book "V", Page 857, Vance County Registry and described in Deed Book 1311, Page 969; and,

WHEREAS, Larry Lamonte Parker and wife Sandy Branch Parker are the owners of a parcel of land (Lot 5R) located on Tristen Lane and is shown on Plat Book "V", Page 857, Vance County Registry and described in Deed Book 833, Page 27; and,

WHEREAS, Daniel H. Carlisle and wife Nell Carlisle are the owners of a parcel of land (Lot 7) located on Tristen Lane and is shown on Plat Book "V", Page 857, Vance County Registry and described in Deed Book 1364, Page 643; and,

WHEREAS, John P. Bartlett and wife Carol E. Bartlett are the owners of a parcel of land (Lot 28) located on Tristen Lane and is shown on Plat Book "V", Page 965, Vance County Registry and described in Deed Book 904, Page 671; and,

WHEREAS, Jordan Thomas, Jr. Heirs are the owners of a parcel of land (Lot 32) located on Tristen Lane and is shown on Plat Book "V", Page 965 and Plat Book "V", Page 730, Vance County Registry and described in Deed Book 921, Page 40; and,

WHEREAS, Nicole C. Morales is the owner of a parcel of land (Lot 36) located on Tristen Lane and is shown on Plat Book "V", Page 965, Vance County Registry and described in Deed Book 1264, Page 83; and,

WHEREAS, the undersigned parties hereto, being in excess of seventy-five percent (75%) of the total lot owners, desire to enter into a Road Maintenance Agreement in regards to Tristen Lane, a non-exclusive, appurtenant 50' private road connected to S. R. 1544, Foster Road, as shown on Plat Book "V", Page 730, Book "V", Page 857, and Book "V", Page 965, Vance County Registry and providing ingress, egress and regress to the above-described parcels of land.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the parties hereby grant unto themselves and the future owners of lots within the property a non-exclusive easement for perpetual ingress, egress and regress along the private road Tristen Lane and the parties hereto, their heirs and assigns, do each agree with the other as follows:

1. The private roads shall be maintained as roads passable in all weather conditions.
2. The parties hereto will maintain said private road beginning at S.R. 1544 to the end of said road, with all costs of grading, gravel and any other necessary maintenance to be borne pro-rata by the parties using said road.
3. The parties hereto shall from time to time determine what maintenance is necessary in regards to the upkeep of the road, to authorize a person or persons to contract for the providing of said maintenance and thereafter to pay their pro-rata share of the cost of said maintenance as billed to them by said person or persons contracting for the same.
4. Each record owner shall bear, on a pro rata basis, the cost of maintaining the private roads within the property, including but not limited to patching, paving, grading, adding gravel or rock to fill ruts, holes

and washed-out sections and doing any other needed maintenance. "Maintenance," as that term is used in this Agreement, shall not include improvements to the roads beyond their condition as constructed, and shall not mean or refer to widening, landscaping, or any other upgrading. Each record owner's pro rata share shall be due and owing to the authorized person within ten (10) days, said cost may be reduced to a judgment and shall become a lien on the land of the defaulting owner.

5. This agreement is a covenant running with the land and shall be binding upon the parties hereto, their heirs, administrators or executors, successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

Redemption Properties, LLC

BY: Vickie L. Meador (SEAL)
Vickie L. Meador, Member/Manager

Currin Enterprise, Inc.

BY: W. A. Currin (SEAL)
W. A. Currin, President

Rod's Investments, LLC

BY: Rodney R. Moss (SEAL)
Rodney R. Moss, Member/Manager

Sharon M. Herbster (SEAL)
Sharon M. Herbster

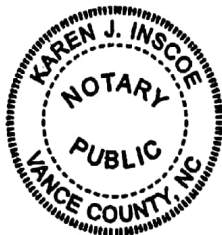
State of North Carolina

County of Vance

I, a Notary Public of said County and State, certify that Vickie L. Meador, personally came before me this day and acknowledged that she is Member/Manager of Redemption Properties, LLC, A NC Limited Liability Company, and that she as Member/Manager, being authorized to do so, executed the foregoing instrument on behalf of the NC Limited Liability Company.

Witness my hand and official seal, this the 27th day of May, 2022.

(Notary Seal)



Karen J. Inscow
Notary Public

Print Notary Name: Karen J. Inscow

My commission Expires: 07/26/2024