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STATE OF NORTH CAROLINA
COUNTY OF VANCE

VANCE COUNTY, N.C.
FILED FOR RECORD

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CYNTHIA S. ABBOTT
REGISTER OF DEEDS

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT made and entered into this the 26th day of April, 1999, by Wendall M. Cifers and wife Linda L. Cifers, hereinafter referred to as "Developer".

W I T N E S S E T H

THAT WHEREAS Developers are vested with fee simple title to certain tracts of land as more particularly described in deeds recorded in Book 809 Page 694 and Book 841 Page 49 Vance County Registry; and

WHEREAS Developer is in the process of subdividing said property into individual building lots which are afforded access to and from S.R. 1305 along private roads, known as Lydia Lane and Lucinda Lane as shown on maps recorded in Plat Book V Page 931 and 932 Vance County Registry; and

WHEREAS Developer desires to provide for the permanent and perpetual maintenance and upkeep of any such private roads for the use and enjoyment of themselves and perspective owners of individual building lots, and their heirs, successors and assigns.

NOW, THEREFORE, in consideration of the premises, private roads are in existence as shown on the recorded plats referred to above. Said roads shall be for the use and benefit of the developer

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and all subsequent owners of lots adjoining said roads, and to this end, each lot adjoining each of said roads shall enjoy, as an appurtenance, a non-exclusive easement appurtenant for ingress, egress and regress to their respective lots. Each of the owners of a lot adjoining each of said roads agrees to bear their pro-rata costs of the necessary expenses to maintain the road in an all-weather state of good repair. Until fifty percent (50%) of the lots adjoining each road have been sold, the developer shall be responsible for contracting for any road maintenance work and shall be responsible for any decisions regarding the need for maintenance and the manner and extent of said maintenance, improvement or repair and shall collect from the other adjoining lot owners their pro-rata costs of said maintenance and repairs on a quarterly basis. Once fifty (50%) percent of the lots adjoining said roads have been sold (at which time the developer's obligation to contribute pro-rata toward maintenance shall cease) the owners of the adjoining lots shall be charged with the responsibility of contracting for any road maintenance work and shall make decisions regarding the need for maintenance and the manner and extent of said maintenance, improvement or repair. Each property owner shall bear their pro-rata costs of said maintenance and repairs. The roads shall be maintained as set forth hereinabove until such time as said roads are accepted by the North Carolina Department of Transportation for maintenance. It is the intention of this agreement that property

owners shall only be liable for the pro rata cost of maintenance of the road upon which their property abuts.

IN WITNESS WHEREOF the Developer has hereunto set their hands and affixed their seals this the day and year first above written.

Wendell M. Cifers (SEAL)
Wendell M. Cifers

Linda L. Cifers (SEAL)
Linda L. Cifers

STATE OF NORTH CAROLINA
COUNTY OF Granville

I, Patricia A. Thompson, a Notary Public for said County and State, certify that Wendell M. Cifers and wife Linda L. Cifers personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 30th day of April, 1999.

Patricia A. Thompson
Notary Public

My commission expires: 6-22-2003



STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Patricia A. Thompson, Notary Public of Granville County, N.C. is certified to be correct. This instrument and certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

By: Stephanie R. Grissom Deputy