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Fee Amt: $26.00 Page 1 of 3
Excise Tax: $0.00
Franklin County North Carolina
Brandi S. Brinson, Register of Deeds
BK **2380** PG **186 - 188 (3)**

Prepared by & Return To:
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Kimberly P. Thomas, Esq.
343 S. White Street
Wake Forest, NC 27587

NORTH CAROLINA

ROAD MAINTENANCE AGREEMENT AND ACCESS EASEMENT

FRANKLIN COUNTY

THIS ROAD MAINTENANCE AGREEMENT made this 31 day of OCTOBER, 2024 by PETER PUGLISI and SHANNON PUGLISI as Declarant and Owner of all Lots in "Minor Subdivision Recombination Plat for Peter Puglisi".

1. Declarant is the owner of all of the property as shown on Deed Book 2320, Page 1557, Franklin County Registry with Parcel ID number of 047139. This property consists of 16.41 acres in total. Declarant desires to create a minor limited subdivision of only part of said acreage which shall consist of five (5) separate Lots for the new subdivision to be known as "Minor Subdivision of Peter Puglisi". The remaining acreage shall not be bound by the terms of this Agreement.

2. As shown on plat recorded in Book of Maps 2024, Page 337, Franklin County Registry, access to those lots shall only be from a private road identified as "Sweet Sisters Way" within said minor limited subdivision. Said access shall grant the adjoining lot owners, their heirs, successors, and assigns, all right of ingress, egress and regress along this private road for all vehicular and pedestrian traffic.

3. Owners hereby affirm that they and their successors will keep any private road 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 roads will be graded and any potholes repaired.

4. All expenses in maintenance of "Sweet Sisters Way" for the minor subdivision shall be paid equally by the lot owners of property along this road who shall use said road 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. Further any judgment granted would constitute a lien upon the non-paying Owner's property.

5. In the event significant construction or work is done on or to any of the roads 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 road to suitable use for all types of pedestrian and vehicular traffic.

6. In deciding whether expenditures should be incurred for maintenance or improvement of "Sweet Sisters Way", 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.

7. Each lot owner, at their own expense, may undertake improvements to that portion of the road which their lot faces. Each lot owner shall have the right to improve or upgrade the bank and drainage area along the road, keeping it in good condition at all times. Any such work shall not be a joint expense of the other lot owners.

8. This Road Maintenance Agreement is binding upon all owners, their successors and or assigns of all lots as shown on Plat Book 2024, Page 337, Franklin County Registry. As of the date of this document, the sole owner of these lots are the undersigned. However, should ownership change, responsibilities and obligations of this Road Maintenance Agreement shall shift to the then current owners of these lots.

9. Until such time as all five (5) lots are sold by Declarant, Declarant shall be responsible for the maintenance of said private roads within this minor subdivision.

10. Upon the sale of the last lot in this minor limited subdivision, maintenance of said road shall be automatically transferred to the five (5) Lot Owners that have direct access from this road and five (5) lots shall be subject to this Road Maintenance Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set her hand and seal the day and year set out above.

By: PETER PUGLISI

By: SHANNON PUGLISI

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, Meri Bailey, a Notary Public for the County of Wake, State of North Carolina, do hereby certify that PETER PUGLISI and SHANNON PUGLISSI personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31st day of October, 2024.

My Commission Expires: May 10, 2026

Notary Public

MERI BAILEY
My Commission Expires
NOTARY PUBLIC
May 10, 2026
WAKE COUNTY, NC