

Doc No: 10070999
Recorded: 01/11/2023 12:05:33 PM
Fee Amt: \$26.00 Page 1 of 5
Excise Tax: \$0.00
Franklin County North Carolina
Brandi S. Brinson, Register of Deeds
BK 2323 PG 1746 - 1750 (5)

Prepared by and Return to McFarlane Law Office, PA, P.O. Box 127, Louisburg, NC 27549

Private Road Maintenance Agreement

THIS PRIVATE ROAD MAINTENANCE AGREEMENT by Joseph E. Williams, unmarried; Joseph E. Williams as Administrator of the Estate of Ben A. Williams, deceased; Rhonda W. Stephens, unmarried; Hugh C. Williams, unmarried; Joseph E. Williams, Trustee of the Hugh C. Williams Family Trust under Will of Nell S. Williams (Collectively, Owners of Franklin County Tax Parcel #002463) and Roosevelt Rogers Jr., unmarried (Owner of Franklin County Tax Parcel #001056); all hereinafter "Owners", entered into this the 10 day of Jan, ~~2022~~ ²⁰²³, to wit:

WHEREAS, Franklin County Tax Parcel #002463 is a 66.65 acre parcel of land, which has been subdivided into five (5) tracts, all to be served by that certain 60' Type 1 Private Road (tentatively named "Starlight Trail"), and that certain 45' Type 1 Private Road (tentatively named "Wild Turkey Drive"), all as shown on that certain plat of survey made by Williams-Pearce and Assoc., PLS, PA, dated 08-18-2022 and recorded at Book 2022, page _____, Franklin County Registry, which provides access to these parcels; and

WHEREAS, Franklin County Tax Parcel #001056 is a 19.41 acre parcel of land, which includes an unnamed 60' foot private easement connecting Johnson Town Road and the above-referenced Starlight Trail and Wild Turkey Drive, as shown on the above-referenced plat and on that certain map or plat recorded at Plat Record File 3, slide 92-3, Franklin County Registry; and

WHEREAS, the said Owners desire to provide for the current and ongoing maintenance, repair, and upkeep of the said Starlight Trail, Wild Turkey Drive, and the unnamed 60' private easement on Franklin County Tax Parcel #001056.

NOW, THEREFORE, the said Owners provide and agree as follows:

(1) The said Owners, for themselves and on behalf of their heirs, personal representatives, successors, and assigns, but specifically excluding Roosevelt Rogers, Jr. (hereinafter "the Parties"), agree to maintain and to perform such repairs as are reasonably necessary from time to time so as to maintain the roads in good and safe condition in accordance with standards set forth below. The Parties hereby agree to share in the cost of such maintenance and repair pro rata based upon the number of lots owned, regardless of the size of any particular lot or distance traveled over the road; provided, however, that in the event of further subdivision of the above-listed lots, each of the resulting lots so created that have an easement or right of use of the road shall share in the cost and maintenance and repair on a pro rata basis with all of the other Parties.

(2) The terms "maintenance" and "repair" shall include any and all necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

(3) Each Owner hereby grants to the other Owners hereto a temporary, non-exclusive construction easement across the lot owned by such Owner for the purpose of maintaining, repairing, or upgrading the road, as provided for in this agreement.

(4) The covenants set forth in this road maintenance agreement shall run with the land described above and owned by the Owners and shall be binding on the heirs, personal representatives, successors, and assigns of the Owners.

(5) The road which is the subject of this maintenance agreement is not dedicated to public use. It will not be maintained by Franklin County or the State of North Carolina Department of Transportation.

(6) This road maintenance agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the State of North Carolina.

This conveyance is made SUBJECT TO all easements, restrictions and conditions of record as the same may lawfully apply to the real estate herein conveyed.

Reference is hereby made to the aforementioned plat and other instruments in the chain of title for a more particular description of the property subject to the foregoing provisions.

[signatures follow on next pages]

WITNESS the following signatures and seal:

Hugh C. Williams Family Trust under Will of Nell S. Williams

By: Joseph E. Williams
Joseph E. Williams, Trustee

Rhonda W. Stephens (seal)
Rhonda W. Stephens

Estate of Ben A. Williams

By: Joseph E. Williams
Joseph E. Williams, Administrator

Hugh C. Williams (seal)
Hugh C. Williams

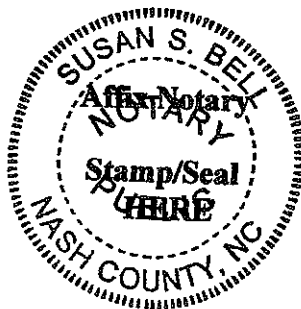
Joseph E. Williams (seal)
Joseph E. Williams

Roosevelt Rogers Jr (seal)
Roosevelt Rogers, Jr.

STATE OF NORTH CAROLINA, COUNTY OF Nash

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [print name(s)]:

Joseph E. Williams, as Trustee of the Hugh C. Williams Family Trust under Will of Nell S. Williams



[Signature]
Notary Public Signature

Date of Notarization: 11/1/22

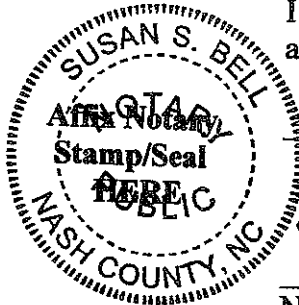
My commission expires: 6/11/27
(date)

Print Notary Name Here _____

STATE OF NORTH CAROLINA, COUNTY OF Nash

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [print name(s)]:

Joseph E. Williams, as Administrator of the Estate of Ben A. Williams



[Signature]
Notary Public Signature

Date of Notarization: 11/1/22

My commission expires: 6/11/27
(date)

Print Notary Name Here _____

STATE OF NORTH CAROLINA, COUNTY OF Nash

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [print name(s)]:

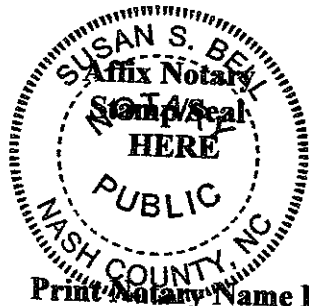
Joseph E. Williams, Individually

Date of Notarization: 11/1/22

My commission expires: 6/11/27
(date)


Notary Public Signature

Print Notary Name Here →



STATE OF NORTH CAROLINA, COUNTY OF Nash

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [print name(s)]:

Rhonda W. Stephens

Date of Notarization: 1-5-2023

My commission expires: 4/29/2024
(date)


Notary Public Signature

Print Notary Name Here →

Christie M Baker



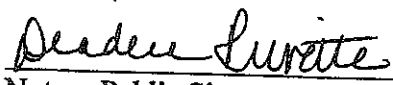
STATE OF NORTH CAROLINA, COUNTY OF Franklin

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [print name(s)]:

Roosevelt Rogers Jr.

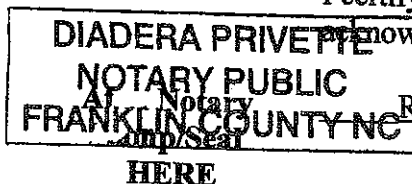
Date of Notarization: 12/14/22

My commission expires: 9/2/27
(date)


Notary Public Signature

Print Notary Name Here →

Diadera Privette



STATE OF NORTH CAROLINA, COUNTY OF Nash

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [print name(s)]:

Hugh C. Williams

Date of Notarization: 1-5-23

My commission expires: 4/29/2024
(date)

Notary Public Signature

Christie M Baker

Print Notary Name Here →

Christie M Baker

