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NORTH CAROLINA

ROAD MAINTENANCE AGREEMENT

FRANKLIN COUNTY

THIS ROAD MAINTENANCE AGREEMENT is made and entered into the 1st day of June, 2018, between **WILLIAM K. WEST, SR. and spouse, SUZANNE McLeod WEST** (hereafter WEST), and **CHRISTOPHER MICHAEL TEMPLETON and spouse, BROOKE WEST TEMPLETON**, (hereafter TEMPLETON).

WITNESSETH:

WHEREAS, WEST and TEMPLETON are fee simple title holders to the real property described in Article I below;

WHEREAS, the said property has access to Peach Orchard Road (State Road #1114) via the 30-foot access easement shown on the Recombination Plat Survey for William K. West, Sr. and Suzanne McLeod West as recorded in Plat Book 2018, Page 126 of the Franklin County Registry and further described in Deed Book 806, Page 97 of the Franklin County Registry.

WHEREAS, WEST and TEMPLETON, by this Agreement, wish to bind themselves, their successors and assigns to provide all owners of any portion of said property described below to perpetual ingress, egress and regress to said Peach Orchard Road (State Road #1114); and

WHEREAS, WEST and TEMPLETON, by this Agreement and these restrictions, wish to bind themselves, their successors and assigns to provide for maintenance of said 30-foot access easement.

NOW, THEREFORE, WEST and TEMPLETON agree for themselves and any and all persons, firms or corporations hereinafter acquiring any of the property described in Article I

below, that the same shall be subject to the following restrictions, conditions and covenants relating to the use and occupancy thereof, which restrictions, conditions and covenants shall run with said property and inure to the benefit of and be binding upon the heirs, successors and assigns of WEST and TEMPLETON and other acquiring parties and persons.

ARTICLE I

The real property (the "property") which is, and shall be held, transferred, sold and conveyed subject to this Agreement is located in Franklin County, North Carolina and more particularly described as follows:

WEST PARCEL:

BEING all of that 12.000 acres parcel designated as Lot 2 on the Recombination Plat Survey for William K. West, Sr. and Suzanne McLeod West as recorded in Plat Book 2018, Page 126 of the Franklin County Registry.

TEMPLETON PARCEL:

BEING all of that 4.246 acres parcel designated as Lot 1 on the Recombination Plat Survey for William K. West, Sr. and Suzanne McLeod West as recorded in Plat Book 2018, Page 126 of the Franklin County Registry.

ARTICLE II

WEST and TEMPLETON hereby grant unto themselves any the future owners of lots within the property described above, a non-exclusive easement for perpetual ingress, egress and regress along the 30-foot access easement serving the said property.

ARTICLE III

The 30-foot access easement shall be maintained as a road in a good and functional condition. Each record owner shall bear, on a pro rata basis, the cost of maintaining the 30-foot access easement 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 Declaration, shall not include improvements to the road beyond its condition as constructed, and shall not mean or refer to widening, landscaping, or any other upgrading.

ARTICLE IV

This agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors and assigns of each record owner of a lot within the property.

ARTICLE V

It is further stipulated and agreed that the record owners of lots within the property and their heirs, successors or assigns may enforce this agreement by injunction and that this shall not be in exclusion of, but in addition to, all other remedies available in law or equity.

ARTICLE VI

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

ARTICLE VII

For the purpose of these restrictions, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa, as the meaning may require.

ARTICLE VIII

This Agreement contains the entire understanding of the parties hereto, and neither shall be amended without the written agreement of all of the parties hereto.

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

William K. West Jr. (SEAL)
WILLIAM K. WEST, SR.

Suzanne McLeod West (SEAL)
SUZANNE McLEOD WEST

Christopher Michael Templeton (SEAL)
CHRISTOPHER MICHAEL TEMPLETON

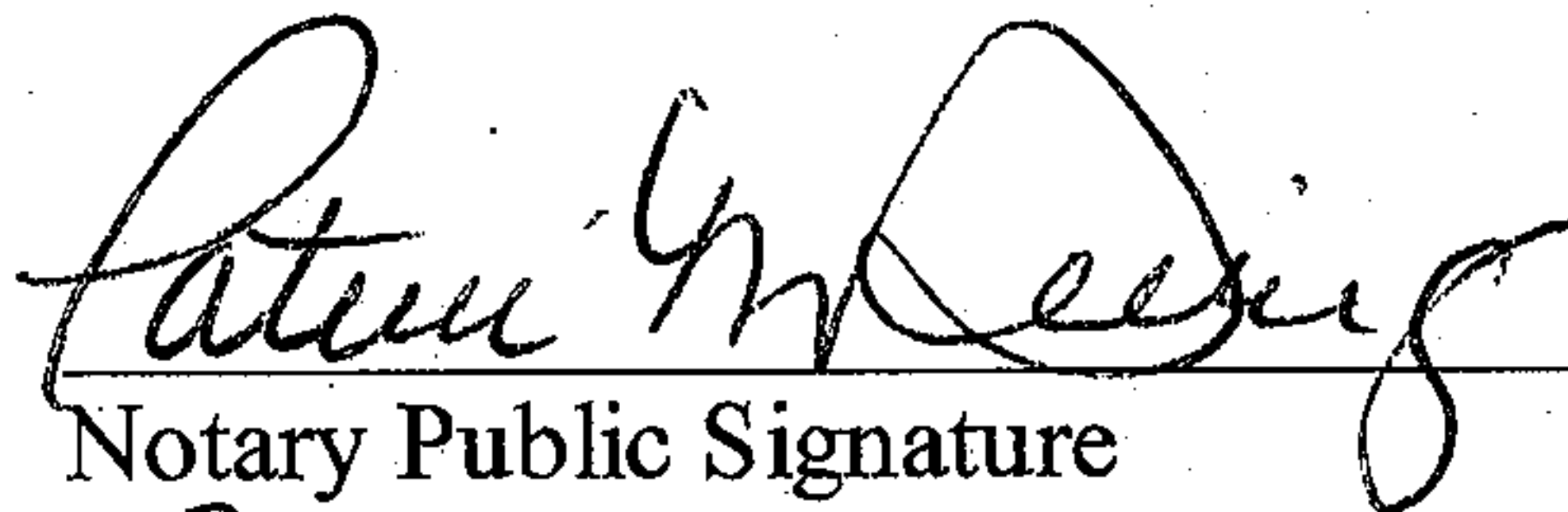
Brooke Templeton (SEAL)
BROOKE WEST TEMPLETON

STATE OF NORTH CAROLINA

COUNTY OF Durham

I, Patricia M. Deering, a Notary Public for the County of Durham State of North Carolina, do hereby certify that WILLIAM K. WEST, SR. and spouse, SUZANNE McLEOD WEST who are known to me or proved to me on the basis of satisfactory evidence to be the persons described, personally appeared before me this day, acknowledged to me that they voluntarily signed the foregoing instrument for the purposes stated therein, and in the capacity indicated.

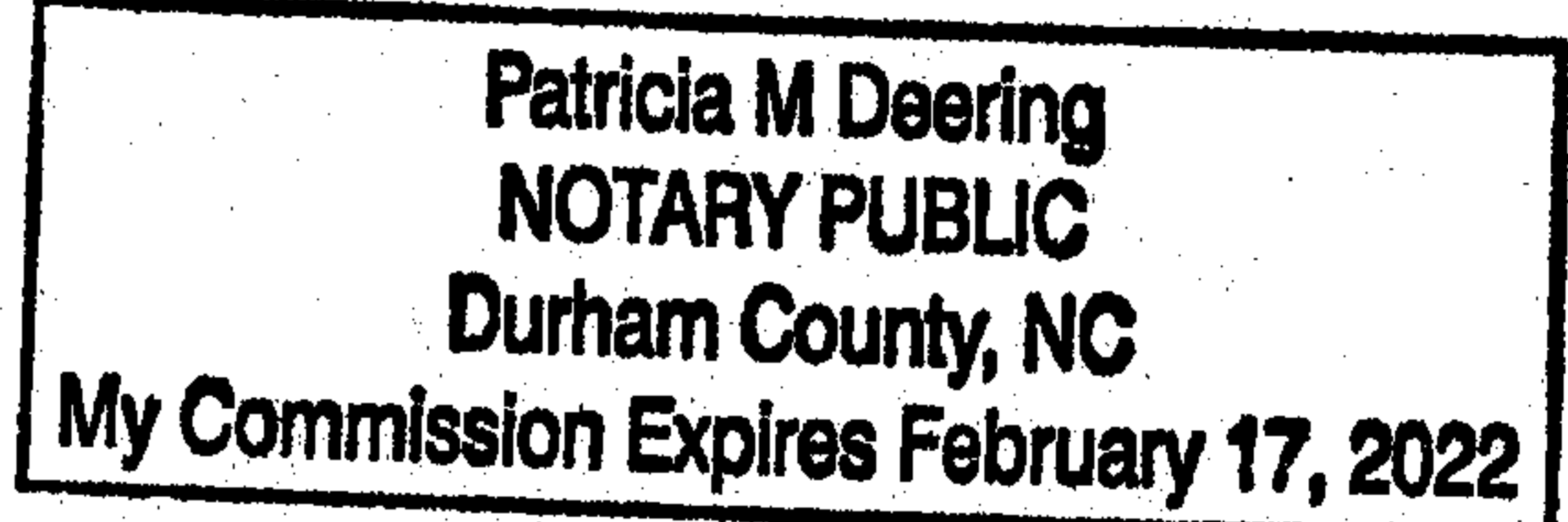
Witness my hand and official seal this the 1st day of June, 2018.



Notary Public Signature

Patricia M. Deering

Printed or Typed Name Notary Public

My commission expires: 2-17-2022

STATE OF NORTH CAROLINA

COUNTY OF North Carolina

I, Patricia M. Deering, a Notary Public for the County of Durham State of North Carolina, do hereby certify that CHRISTOPHER MICHAEL TEMPLETON and spouse, BROOKE WEST TEMPLETON who are known to me or proved to me on the basis of satisfactory evidence to be the persons described, personally appeared before me this day, acknowledged to me that they voluntarily signed the foregoing instrument for the purposes stated therein, and in the capacity indicated.

Witness my hand and official seal this the 1st day of June, 2018.



Notary Public Signature

Patricia M. Deering

Printed or Typed Name Notary Public

My commission expires: 2-17-2022