

Submitted electronically by "Cawthorne, Moss & Panciera, PC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Franklin County Register of Deeds.

STATE OF NORTH CAROLINA

PRIVATE ROAD MAINTENANCE AGREEMENT

FRANKLIN COUNTY

This Private Road Maintenance Agreement (the "Agreement") is made and entered into this 16th day of June, 2026, by and among McCray Oakleaf Investments LLC, a North Carolina limited liability company (hereinafter referred to as the "Declarant") being the owner of certain real property located in Franklin County, North Carolina.

RECITALS

WHEREAS, Declarant is the owner/developer of a certain tract, or tracts, of real property identified as PIN 2857-52-7809 and being along Woods Road in Franklin County, North Carolina, which is being subdivided into Lots 1 through 5 (each individually a "Lot" and collectively the "Lots") on that plat entitled "Minor Subdivision for Wood Road" to be recorded with the Franklin County Registry (the "Plat");

WHEREAS, the Lots will be subject to a forty-five foot (45') private access easement (the "Private Road") which is to serve as primary means of ingress, egress, and regress to and from the Lots to Wood Road;

WHEREAS, the Declarant desires to provide for the proper maintenance of the Private Road and the sharing of costs associated with the maintenance of the Private Road to be shared between the owners of the Lots (the owner of each individual lot referred to herein as an "Owner" and the owners of the collective Lots referred to as "Owners").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares as follows:

1. **Grant of Easement.** It is hereby declared, given, granted and conveyed unto the owner of each Lot and their respective heirs, successors, assigns, the non-exclusive, perpetual right and easement over and upon the Private Road for the purpose of ingress, egress, and regress (both vehicular and pedestrian) to and from each Lot to Wood Road.

2. **Sharing of Maintenance Costs.**

a. **Equal Sharing of Costs.** All costs, expenses, and liabilities arising from or relating to the maintenance, repair, and improvement of the Private Road shall be shared equally among the Owners. Each Owner shall be responsible for one-fifth (1/5) of all such costs, expenses, and liabilities.

b. **Creation of Property Owners' Association.** The owners of the Lots shall have the option, at their election, to create a property owners' association (the "Association") for the purpose of maintaining the Private Road. Each owner of a Lot shall be a member of the Association and shall be entitled to one (1) vote per Lot at an annual meeting of such association at a time and place mutually agreed upon by the owners of the Lots. At the annual meeting there shall be elected a Board of Directors consisting of three (3) members who shall be responsible for contracting and providing for the maintenance of the Private Road and assessing the owners of the Lots for such maintenance.

c. **Failure to Pay Share of Costs.** If an owner of a Lot fails to pay its pro rata share of the cost of maintaining and repairing the Private Road, the Association (or the other owners) may institute an action to enforce such payment through a civil action to be instituted for such purpose in the General Court of Justice in Franklin County, North Carolina.

d. **Repairs Due to Negligence of Owner.** Notwithstanding any provision in this Agreement to the contrary, each Owner shall be solely responsible, at its expense, for any maintenance or repairs to the roadway improvements primarily necessitated by the negligence or wrongful intentional acts of such Owner, its tenants or respective agents, contractors, employees, licensees or invitees, and each other Owner shall have the self-help rights specified herein if any Owner fails to make the repairs required of it under this sentence.

3. **Termination of Agreement.** The obligations and rights set forth within this Agreement shall automatically terminate at such time as the Private Road is dedicated and accepted as a public road and either the North Carolina Department of Transportation or other similar municipal, county or state entity accepts maintenance and upkeep obligations for the Private Road.

4. **Remedies for Breach.** The terms and conditions of this Agreement shall be enforceable by the Association (or any owner if no Association), by actions for specific performance or injunction, or for the enforcement of any liens provided for in this Agreement, in addition to any other remedies available at law.

5. **Binding Agreement and Successors in Interest.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Owners, and their respective successors, heirs and assigns.

6. **Amendment.** This Agreement may not be amended except in writing, signed by all Owners, or their successors and assigns as may appear of record, and such amendment shall not be effective until recorded with the Franklin County Registry.

7. **Counterparts.** This Agreement may be executed in one or more identical counterparts, each of which when fully executed shall be deemed an original

8. **Governing Law.** This Agreement has been entered into under, and shall be construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF the parties have executed this Agreement intending it to be a sealed document as of the date and year first written above.

DECLARANT:

McCray Oakleaf Investments, LLC
a North Carolina limited liability company

By: [Signature] (SEAL)
Name: Bradley Harman
Title: manager

STATE OF North Carolina
COUNTY OF Wake

I, Dillon Michels, a Notary Public in and for the county and state aforesaid, do hereby certify that Bradley Harman personally appeared before me and acknowledged that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp/seal 16th day of June, 2026.

[Signature]
Notary Public

My Commission Expires 05/14/2029

[AFFIX NOTARY SEAL OR STAMP BELOW]

