

NORTH CAROLINA

PRIVATE ROAD MAINTENANCE AGREEMENT

FRANKLIN COUNTY

Prepared by: Capital City Law

Return to: Capital City Law, 116 N. Person Street, Raleigh, NC 27601

**THIS PRIVATE ROAD MAINTENANCE AGREEMENT**, made and entered into this 9th day of July, 2026, by and between Privette Property LLC (hereinafter “Owner”).

W I T N E S S E T H:

**THAT WHEREAS**, an existing 60’ Public R/W easement for access and utilities has been established and is shown at Map Book 2019, Page 203 and is further referenced as “Proposed Type II Private Road” on a map entitled “Minor Subdivision for Fred Privette” attached hereto as Exhibit A (hereinafter “The Roadway Property”), and

**WHEREAS**, The Roadway Property is a private road situated in Dunn Township, County of Franklin, State of North Carolina, and further described here in Exhibit B, and

**WHEREAS**, The Roadway Property benefits Lots 1, 2, 3, 4, and 5 (said lots shown on map attached here as Exhibit A), and

**WHEREAS**, Owner is the current owner of Lots 1, 2, 3, 4, and 5 and is a user of the Roadway Property, and

**WHEREAS**, Owner wishes to memorialize an agreement for road maintenance of the Roadway Property known as Hidden Dreams Way for the benefit of Lots 1, 2, 3, 4, and 5, to be binding upon Owner and all subsequent individual lot owners.

**NOW, THEREFORE**, said Owner, for valuable consideration, does hereby acknowledge, covenant, and agree that any owner hereafter acquiring any of the aforementioned Lots included in the paragraph above, that all are hereby subjected to the following “Private Road Maintenance Agreement” for said lots, running with said properties:

1. The owner, and each subsequent lot owner, on behalf of themselves, their heirs, personal representatives, successors, and assigns, shall share in the obligation to maintain the Roadway Property and to perform repairs so as to maintain the Roadway property in good and safe condition in accordance with standards set forth below: The cost of such maintenance and repair shall be borne pro rata based upon the number of lots owned, regardless of the size of any 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 the other lots, provided, however, that in the event that a lot owner’s guest, employee, agent or invitee causes damages to the Roadway Property other than ordinary wear and tear, said owner shall be required to repair such damage and bear the cost thereof exclusively.

2. The terms “maintenance” and “repair” shall include, but not be limited to, repairing the Roadway Property’s surface, adding gravel, clearing obstructions, grading or scraping the Roadway Property as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to main the Roadway Property in a condition that will allow for reasonable and safe access of standard passenger vehicles and emergency vehicles.

3. Any owner exercising their responsibilities hereunder is further granted a temporary construction easement across all of the Roadway Property for the purpose of maintaining, repairing, or upgrading the Roadway Property, as provided for in this Agreement.

4. The covenants set forth in this road maintenance agreement are not personal obligations, but instead shall run with the land described above and shall binding on the heirs, personal representatives, successors, and assigns of the parties hereto, but only for so long as they own an interest in any of the lots served by the Roadway Property.

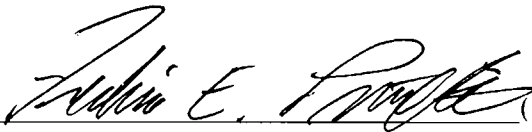
5. This Private Road Maintenance Agreement is specifically limited to maintenance and repair of only that portion of the Roadway Property which adjoins, crosses over, or benefits Lots 1, 2, 3, 4, and 5, the current property of Owner. This provision is included to prevent the requirement of maintenance of the Roadway property which serves or benefits other lots currently owed by owners not party to this agreement. This agreement does not preclude the subsequent addition of owners to this agreement provided that maintenance obligations are accepted by said subsequent owners.

6. The Roadway Property is expressly not dedicated to public use. Unless and until the Roadway Property is accepted by the North Carolina Department of Transportation as a public road, the Roadway Property will not be maintained by Franklin County or the State of North Carolina.

7. This Private Road Maintenance Agreement contains the entire agreement of the parties hereto, and any subsequent lot owners who shall become subject to this Agreement, shall be construed and interpreted to the laws of the State of North Carolina.

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

IN WITNESS WHEREOF, the parties have caused this instrument to be signed the day and year first written above.

 (SEAL)

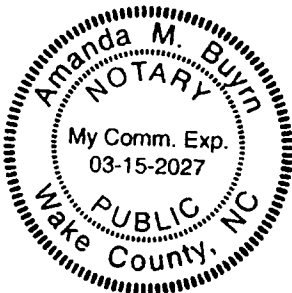
Privette Property LLC

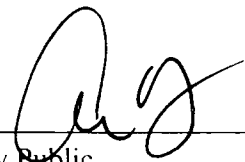
by Frederic Privette, Managing Member

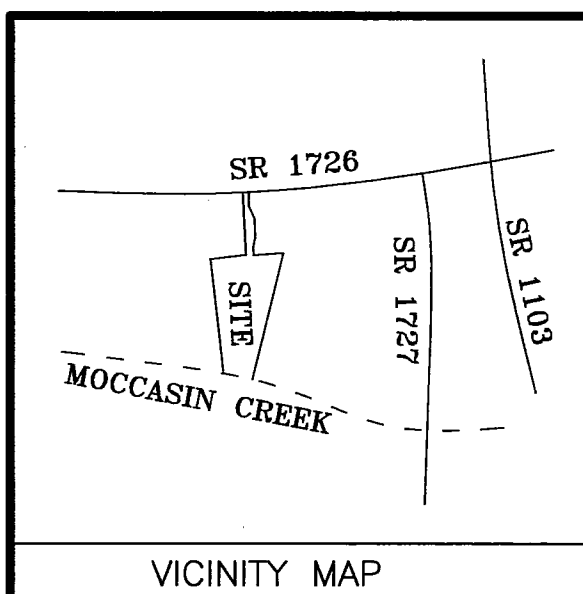
STATE OF NORTH CAROLINA  
COUNTY OF ~~FRANKLIN~~ Wake

I, Amanda Buyn, Notary Public, do hereby certify that Frederic Privette personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 9 day of July, 2026.



  
\_\_\_\_\_  
Notary Public



| Curve | Radius  | Length  | Chord   | Chord Bear.   |
|-------|---------|---------|---------|---------------|
| C1    | 707.42' | 309.69' | 307.22' | S 05°42'24" E |
| C2    | 25.00'  | 18.69'  | 18.26'  | S 14°41'37" E |
| C3    | 50.00'  | 38.74'  | 37.78'  | S 13°54'44" E |
| C4    | 50.00'  | 97.23'  | 82.62'  | S 63°59'40" W |
| C5    | 50.00'  | 44.85'  | 43.37'  | N 34°35'49" W |
| C6    | 50.00'  | 51.01'  | 48.83'  | N 20°19'47" E |
| C7    | 25.00'  | 18.69'  | 18.26'  | N 28°08'24" E |
| C8    | 647.43' | 40.00'  | 39.99'  | N 05°03'54" E |
| C9    | 647.43' | 243.42' | 241.99' | N 07°28'36" W |

| Course | Bearing       | Distance |
|--------|---------------|----------|
| L1     | N 64°36'10" E | 60.04'   |
| L2     | S 23°13'48" E | 109.83'  |
| L3     | S 50°42'19" E | 42.70'   |
| L4     | S 18°14'51" E | 128.28'  |
| L5     | S 06°43'24" W | 200.72'  |
| L6     | N 06°43'24" E | 200.83'  |
| L7     | N 18°14'51" W | 128.26'  |

PIN: 1798-92-4917

NOTE: AREA COMPUTED BY COORDINATE METHOD.

NOTE: NO NCGS MONUMENT WITHIN 2000'

NOTE: THIS PROPERTY IS SUBJECT TO EASEMENTS  
AND RESTRICTIONS OF RECORD.

**ZONED:** R-30

**SETBACKS:**  
FRONT - 30'  
REAR - 25'  
SIDE - 10'

REFERENCES:  
DB 1820 PG 558  
DB 854 PG 57  
PLAT BOOK 2020 PG 102  
PLAT BOOK 2019 PG 203  
PLAT BOOK 1 PG 205-A  
PLAT BOOK 2025 PG 311

TYPE II PRIVATE ROAD CERTIFICATION  
I HEREBY CERTIFY THAT THE PRIVATE ROAD(S)  
/STREETS(S) SHOWN HEREON AND WITHIN THE  
SUBDIVISION SHOWN HEREBY MEET THE  
CONSTRUCTION STANDARDS OF THE FRANKLIN  
COUNTY UNIFIED DEVELOPMENT ORDINANCE IN  
EFFECT AS OF THE DATE OF THIS CERTIFICATION.

DATE \_\_\_\_\_ ENGINEER \_\_\_\_\_

NOTE: ROAD MAINTENANCE AGREEMENT  
RECORDED IN DEED BOOK \_\_\_\_\_  
PAGE \_\_\_\_\_.

NOTE: NO ADDITIONAL LOTS, INCLUDING RESUBDIVISION OF THE LOTS SERVED BY THE ACCESS EASEMENT, SHALL BE PERMITTED UNLESS THE ACCESS EASEMENT IS UPGRADED BY THE PROPERTY OWNER(S) TO A PRIVATE ROAD OR PUBLIC ROAD STATUS AND MEETS OR EXCEEDS THE FRANKLIN COUNTY PRIVATE ROAD STANDARDS OR THE NCDOT PUBLIC ROAD SPECIFICATIONS WHICHEVER IS APPLICABLE.

1 (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE  
PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED  
TO ME (US) BY DEED RECORDED IN DEED BOOK \_\_\_\_\_ PAGE  
\_\_\_\_\_, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH  
MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM DRAINAGE LINES,  
AND DEDICATE THE STREETS, ALLEYS, WALKS, PARKS, DRIVINGWAYS,  
AND OTHER OPEN SPACES TO THE PUBLIC DOMAIN.  
FURTHER, I (WE) CERTIFY THAT THE LAND AS SHOWN HEREON IS WITHIN  
THE SUBDIVISION REGULATION JURISDICTION OF FRANKLIN COUNTY, NC.

| OWNER(S) | DATE |
|----------|------|
|----------|------|

I HEREBY CERTIFY THAT THE MINOR SUBDIVISION SHOWN ON THIS PLAT DOES NOT INVOLVE THE CREATION OF NEW PUBLIC ROADS OR ANY CHANGE IN EXISTING PUBLIC ROADS, THAT THE SUBDIVISION SHOWN IS IN ALL RESPECTS IN COMPLIANCE WITH THE FRANKLIN COUNTY UNIFIED DEVELOPMENT ORDINANCE, SUBJECT TO ITS BEING RECORDED IN THE FRANKLIN COUNTY REGISTER OF DEEDS OFFICE WITHIN SIX (6) MONTHS OF THE DATE BELOW.

ADMINISTRATOR / ASSISTANT DATE

APPROVAL EXPIRES IF NOT RECORDED ON OR BEFORE \_\_\_\_\_  
AND MUST BE SUBMITTED FOR REAPPROVAL

State of North Carolina  
County of Franklin

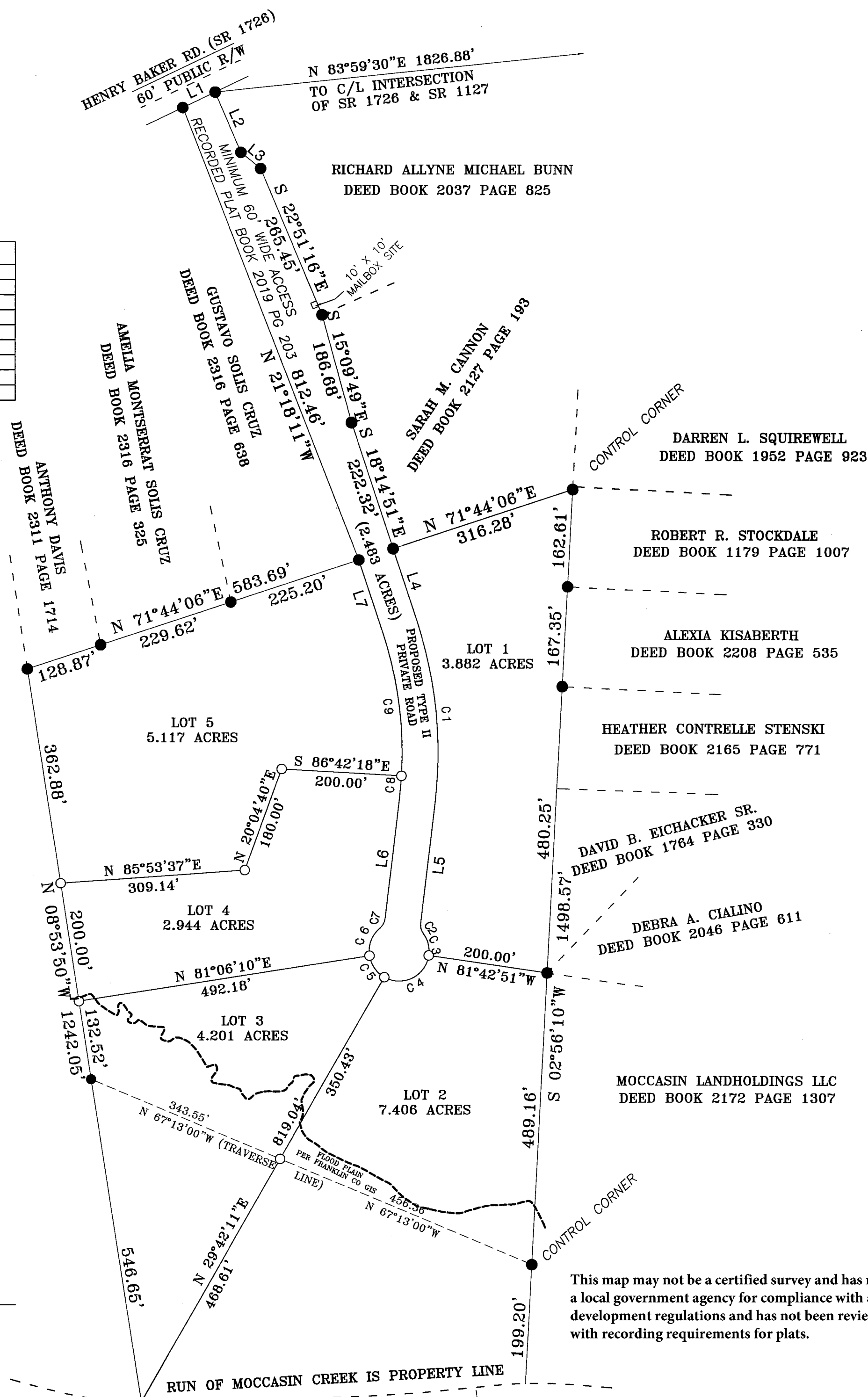
I, \_\_\_\_\_, Review Officer of Franklin County,  
certify that the map or plat to which this certification is  
affixed meets all statutory requirements for recording as  
required by GS 47-30.

Review Officer

Date \_\_\_\_\_

Lic. # C-0243

**WP** Williams—Pearce and Assoc., Professional Land Surveyors, P.A.  
P.O. Box 892, Zebulon, N.C. 27597 Tel.(919) 269-9605



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

I, DANNY O. WILLIAMS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY  
SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED  
DESCRIPTION RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, ETC.) (OTHER); THAT THE  
BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION  
FOUND IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_; THAT THE RATIO OF PRECISION AS CALCULATED  
IS 1 : 10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.47-30  
AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL  
THIS 3RD DAY OF MARCH, 2026.

Seal or Stamp

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Surveyor

Registration Number I-2647

I, DANNY O. WILLIAMS , PROFESSIONAL LAND SURVEYOR NO.L-2647  
CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATES A  
SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR  
MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES  
PARCELS OF LAND.

DANNY O. WILLIAMS, PROFESSIONAL LAND SURVEYOR NO. L-2647

DRAWN BY: DOW & BGW

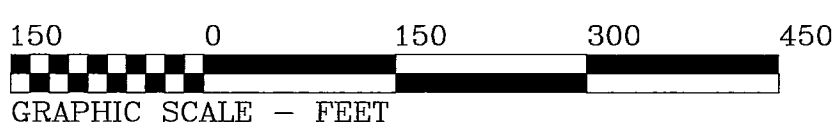
CHECKED BY: DOW

DATE: 03-03-2026

SCALE: 1" = 150'

JOB: DOW2753.CRD CF

MINOR SUBDIVISION FOR  
FRED PRIVETTE  
DUNN TOWNSHIP  
FRANKLIN COUNTY  
NORTH CAROLINA



S:\NEWMAPS\F\FRED PRIVETTE\HENRY BAKER RD\MINOR SUBDIVISION.DWG

### LEGEND

- EXISTING IRON PIPE  
 ○ NEW IRON PIPE  
 SWAMP

**EXHIBIT B****Legal Description**

Lying in Dunn Township, Franklin County, North Carolina, and being more particularly described as follows:

BEING all of Tract 1, containing 26.033 acres, as shown on that plat entitled "Exempt Plat For **Christi Renee Driver Sasser**" prepared by Williams-Pearce and Assoc., Professional Land Surveyors, dated August 8, 2025 and recorded in Map Book 2025, Page 311, Franklin County Registry, to which plat reference is hereby made for a full and complete description of said lot.

Property Commonly Known As: 0 Henry Baker Road, Zebulon, NC 27597

Parcel ID: 052362 / PIN: 1798-92-4917