

BOOK 609 PAGE 68

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NORTH CAROLINA
COUNTY OF GRANVILLE

ROAD MAINTENANCE AGREEMENT

BOOK OF MAPS 13, PAGE 98

THIS AGREEMENT, dated the 1st day of APRIL, 1992, by and between The Falcon Group, a North Carolina General Partnership, and Scott L. Sides;

WHEREAS, The Falcon Group is the owner of certain real property located in Granville County, North Carolina, Tally Ho Township and being more particularly described as Lots 1, 3, 4, 5, and 6 as shown on map recorded in Plat Book 13, Page 98, Granville County Registry; and

WHEREAS, Scott L. Sides is the owner of certain real property located in Granville County, North Carolina, Tally Ho Township and being more particularly described as Lot 2 as shown on map recorded in Plat Book 13, Page 98, Granville County Registry; and

WHEREAS, the parties desire to assure for themselves, their heirs, and their assigns that the road identified on said plat as a "60 foot access easement only" shall be maintained in suitable condition for the passage of motor vehicles and that the cost of maintaining said 60 foot access easement shall be properly allocated between and among the parties, their heirs and assigns;

IT IS THEREFORE AGREED as follows:

1. Unless and until the North Carolina Department of Transportation accepts responsibility for the maintenance of the said roadway identified as "a 60 foot access easement" on the plat recorded in Plat Book 13, Page 98, Granville County Registry, the parties, for themselves, their heirs and assigns, hereby agree that they shall maintain the surface of said access easement in such a condition as to make it adequate for the passage of motor vehicles.

2. At any time that the owner(s) of a majority of the six lots which are currently owned by the parties deem(s) that maintenance is required on the said access easement such maintenance shall be performed and each of the parties shall be responsible for a fractional share of the cost of such maintenance in proportion to the number of lots owned divided by six.

3. In the event a judgment is entered against a non-paying owner for the payment of maintenance cost connected with the access easement road, the judgment shall include, upon request of the prevailing party(ies), an award of reasonable attorney's fees to be paid by the non-paying owner(s) to party(ies) who prevailed.

Delivered to: Rye State, atty. 4-6-92

4. In the event an owner fails to pay the proportionately fractional share of maintenance within thirty (30) days of the receipt of notice that the maintenance cost was incurred, any other owner may file suit to recover said fractional cost and any judgment obtained against the non-paying owner shall constitute a lien against the lot(s) owned by the non-paying owner(s).

5. This Agreement shall be binding on the parties, their heirs and assigns, and shall run with the land which is the subject of this Agreement.

THE FALCON GROUP, a North Carolina Limited Partnership

By: [Signature] (SEAL)
Martin Fried, Partner

By: [Signature] (SEAL)
Kitty Fried, Partner

By: [Signature] (SEAL)
Howard Fried, Partner
By his attorney in fact,
Kitty Fried

[Signature] (SEAL)
Scott L. Sides

NORTH CAROLINA

WAKE COUNTY

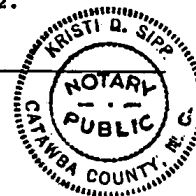
I, Kristi D. Sipp, a Notary Public, do hereby certify that Martin Fried, Partner, Kitty Fried, Partner, and Howard Fried, Partner, by and through his attorney in fact, Kitty Fried, personally appeared before me this day and acknowledged the due execution of the foregoing Road Maintenance Agreement.

This 1st day of April, 1992.

My Commission Expires:

My Commission Expires July 24, 1994

[Signature]
Notary Public



BOOK 609 PAGE 70

NORTH CAROLINA
Granville
COUNTY

I, Donna P. Neathery, a Notary Public, of Vance County, do hereby certify that Scott L. Sides, personally appeared before me this day and acknowledged the due execution of the foregoing Road Maintenance Agreement.



This 1st day of April, 1992.

Donna P. Neathery
Notary Public

My Commission Expires:

11-23-96

NORTH CAROLINA

GRANVILLE COUNTY

I, Donna P. Neathery, a Notary Public of the county of Vance and State of North Carolina, do hereby certify that on this day personally appeared before me, Kitty Fried, who being by me duly sworn, deposes and says that she executed the foregoing annexed instrument for and on behalf of Howard Fried, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Granville County, on the 28th day of December, 1990, in Deed Book 590, Page 795, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney; that the said Kitty Fried acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of Howard Fried.

Witness my hand and notarial seal this the 1st day of April, 1992.



Donna P. Neathery
Notary Public

My Commission expires:

11-23-96

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The (attesting certificate(s) of Donna P. Neathery, a Notary Public, of Vance County, N.C. (are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Granville County, N. C., in Book 609, Page 70.

This 1st day of April, A. D. 1992 at 4:35 o'clock P.M.

Recorded and verified: By Donna P. Neathery Register of Deeds

\$ 10.00 Rec. Fees \$ Asst. Register of Deeds Stamps