

DRAFT ONLY

**NORTH CAROLINA
GRANVILLE COUNTY**

**DECLARATION OF ACCESS EASEMENT
AND PRIVATE ROAD MAINTENANCE
AGREEMENT**

mail after recording to:

THIS DECLARATION OF ACCESS EASEMENT AND PRIVATE ROAD MAINTENANCE AGREEMENT (hereinafter "**Agreement**") is made this 1st day of March, 2026, by **Sustainable Land Holdings, LLC**, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the property described as Lots 1-D, 2-D, 3-D, 4-D, 5-D, and 6-D as depicted on that plat recorded in Plat Book 52, Page 57, and being a portion of the property described in Deed Book 1857, Page 219, recorded in the Granville County Registry. The Declarant desires to subject the lots shown on the aforementioned plat to this easement and agreement for the benefit of future Lot Owners who will use the Private Access Easement for ingress, egress, regress, and utility purposes (hereinafter referred to as "Lot Owners"); and

WHEREAS, Declarant desires to establish a permanent, non-exclusive easement for ingress, egress, and regress over a private road or roads serving said lots, which easement is thirty feet (30') in width and is shown on a plat recorded in Plat Book _____, Page _____, in the Granville County Registry (hereinafter referred to as the "Private Road Easement"); and

WHEREAS, Declarant further desires to set forth the respective rights and obligations of the Lot Owners with respect to the maintenance, repair, and improvement of said private road(s);

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

TERMS AND CONDITIONS

1. Covenant Running with the Land. The Property is benefited by this Agreement, and present and successive Lot Owners of all or any portion of the Property that benefits from the easement described herein are expressly bound hereby for the benefit of the land. This Agreement shall apply only to those lots whose owners use the above-described Private Road Easement for ingress, egress, and regress to and from said lots.

2. Maintenance Costs and Pro Rata Shares. The cost and expense of maintaining the Private Road Easement shall be divided equally among the Lot Owners and paid by the Lot Owners, or the heirs, assigns, and successors in interest of each such owner. This maintenance obligation shall likewise apply to the first one hundred fifty (150) linear feet, measured inward from S.R. 1300, of

the fifty-foot (50') wide access easement shown on that plat recorded in Plat Book 52, Page 56, Granville County Registry — being the same approximately one hundred fifty (150) linear feet previously established as the shared maintenance area for Tract D (recorded in Deed Book 1972, Page 581, Granville County Registry), the parent tract from which all lots described herein were created — which easement serves the same lots and is subject to the same pro rata cost-sharing provisions set forth herein.

3. Further Subdivision. In the event any of the herein-described parcels of land are further subdivided, the Lot Owners, heirs, assigns, and successors in interest of each such newly created parcel that benefits from the Private Road Easement shall be liable under this Agreement for their then pro rata share of expenses. Such pro rata shares shall be recomputed to reflect the existence of such newly created parcels.

4. Scope of Repairs and Maintenance. The repairs and maintenance to be performed under this Agreement shall be limited to the following, unless consent for additional work is agreed to by a majority vote of the Lot Owners:

- Reasonable and normal road improvement and maintenance work adequate to maintain the Private Road Easement and related drainage facilities for all-weather access. Repairs and maintenance under this Agreement shall include, but are not limited to, filling of holes; repairing cracks; repairing and resurfacing of roadbeds; repairing and maintaining drainage structures; removing debris; and all other work reasonably necessary or proper to repair and preserve the easement for all-weather road purposes.

5. Extraordinary Repairs. Any extraordinary repair required to correct damage to the Private Road Easement that results from action taken or contracted for by any party hereto or their successors in interest shall be paid for by the party whose action or contract caused the necessity for such extraordinary repair. Such repair shall restore the easement to the condition existing prior to the damage.

6. Agent; Initiation of Work. Declarant shall initially serve as the agent to contract for and oversee all acts necessary to accomplish the repairs and maintenance required and/or authorized under this Agreement, and shall remain the agent for so long as Declarant owns any lot or lots described herein. Upon Declarant ceasing to own any such lot, the Lot Owners may appoint a successor agent by direction of a majority of the Lot Owners.

Repair and maintenance work on the Private Road Easement shall be commenced when a majority of the Lot Owners agree in writing that such work is needed. The agent shall obtain three (3) bids from licensed contractors and shall accept the lowest of said three bids, or such other arrangement as may be agreed upon by a majority of the Lot Owners, and shall then initiate the work. In performing his or her duties, the agent shall notify the Lot Owners in advance of the anticipated need for funds, and each Lot Owner shall remit payment to the agent within forty-five (45) days of such notice.

7. Enforcement; Collection of Unpaid Shares. Should any Lot Owner fail to pay his or her pro rata share of costs and expenses as provided in this Agreement, the agent or any Lot Owner shall be entitled, without further notice, to institute legal action for the collection of funds advanced on behalf of such defaulting Lot Owner in accordance with the provisions of North Carolina law. In any such action, the prevailing party shall be entitled to recover, in addition to the funds advanced,

interest thereon at the then-current judicial rate of interest until paid, all costs and disbursements of such action, and such sum or sums as the Court may fix as a reasonable attorney's fee.

8. Liability and Indemnification. Any liability of the Lot Owners for personal injury to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability for damage to property arising out of such repairs and maintenance, shall be borne among the Lot Owners in the same proportions as they bear the costs and expenses of such repairs and maintenance.

Each Lot Owner shall be responsible for, and shall maintain at his or her own expense, such insurance coverage as he or she deems appropriate. This Agreement does not provide for the sharing of liability with respect to personal injury or property damage other than that directly attributable to repairs and maintenance undertaken pursuant to this Agreement. Each Lot Owner agrees to indemnify and hold harmless the other Lot Owners from any and all liability for injury to persons or damage to property that results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.

9. Covenant Running with the Land. The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land of each of the Lot Owners and every person who shall at any time own all or any portion of the Property that benefits from the Private Road Easement referred to herein.

10. Binding Effect. The covenants herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of each of the affected Lot Owners.

11. Recordation; Amendment. It is the intent of the signatories hereto that this instrument be recorded in the property records of Granville County, North Carolina. The obligations hereby created shall constitute covenants running with the land, and any subsequent purchaser of all or any portion thereof, by acceptance of delivery of a deed or other conveyance regardless of form, shall be deemed to have consented to and become bound by these presents, including without limitation the right of any person entitled to enforce the terms of this Agreement to institute legal action as provided in Section 7 hereof. Such remedy shall be cumulative and in addition to all other remedies provided in this Agreement and to all other remedies at law or in equity. The terms of this Agreement may be amended in writing upon majority approval of the affected Lot Owners.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first written above.

member/manager for: Sustainable Land Holdings, LLC

**STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE**

I, the undersigned, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____