

Private Road Maintenance Agreement

This agreement is made as of 3/14/22 (date) by the property owners listed below, and their successors and assigns, with respect to real estate located in Zebulon, North Carolina.

1. Property.

This agreement shall apply to the real property held by the owners identified below, namely the driveway easement accessing lot 3 and lot 4 of Williams-White Road, Zebulon, North Carolina. This agreement remains binding in the event of address changes relating to the afore mentioned properties.

2. Owner.

Owner shall mean and refer to the record owner(s), whether one or more persons or entities, and the heirs, successors, assigns and personal representatives of said owners.

3. Road.

The purpose of this agreement is to provide for the construction, maintenance, and upkeep of the road which services the lots for the use and benefit of all owners, and shall be binding upon all owners.

4. Road Maintenance.

Road construction, maintenance, and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A unanimous vote of all owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, cost estimates will be provided, and a unanimous agreement will be required. If any owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof.

5. Expenses.

Each owner shall be assessed a sum equal to the road construction, maintenance, and upkeep expenses multiplied by a fraction of which the numerator shall be the number of lots owned by the owner and the denominator shall be the total number of all the lots. Road maintenance and upkeep shall be limited to that required to construct said road, repair and

prevent gravel and/or dirt erosion, and to repair ordinary wear to the surface of the road unless otherwise agreed by a unanimous vote of all owners. All maintenance and upkeep will be by competitive bid unless a non-competitive price is accepted by unanimous vote of the owners.

6. Future Parcels.

Any additional parcels gaining access to the private road by way of splitting existing parcels, or additional homes built on one of the two existing parcels, will be bound by all terms and conditions of this agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 5 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign this agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record.

7. Enforcement.

If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs.

8. Disputes.

If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association.

9. Severability.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

10. Effective Term.

This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.

11. Amendment.

This Agreement may be amended only by a unanimous consent of all owners.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

William Jeffrey Brantley
(Printed Name of Owner)

William Jeffrey Brantley
(Signature of Owner)

Jody Brantley
(Printed Name of Owner)

Jody Brantley
(Signature of Owner)

Bryan Schenkerr
(Printed Name of Owner)

[Signature]
(Signature of Owner)

Shanell Schenker
(Printed Name of Owner)

Shanell Schenker
(Signature of Owner)

State of NC

County of WAKE

Personally appeared before me, the undersigned authority in and for the said County and State, on this 3-14-22 (date), within my jurisdiction, the within-named MR/MRS Schenker (Name of Owner), who acknowledged that he executed the above and foregoing instrument.

MRS/MR Brantley

[Signature]
NOTARY PUBLIC

My Commission Expires:

6-15-2024

