

NORTH CAROLINA

AGREEMENT FOR MAINTENANCE OF
PRIVATE ROADWAY

WAKE COUNTY

Book of Maps 1978, Page 95

THIS AGREEMENT, made this 28th day of FEBRUARY, 1978, by and between HERSHELL RAY BALL, JR. and wife, ELLEN KAY BALL; JOAN HERRE BYERS, unmarried; CHARLES N. JEFFRESS and wife, DEBORAH L. JEFFRESS; GEORGE BLAIR MARTIN and wife, PATRICIA P. MARTIN; and TYRE C. LANIER and wife, CHERYL ANN LANIER;

W I T N E S S E T H:

THAT WHEREAS the parties hereto are owners of various tracts of land as shown on map entitled "Property of Hershell Ray Ball, Jr. and wife, Ellen Kay Ball," prepared by Bass, Nixon and Kennedy, Engineers, and recorded in Book of Maps 1978, Page 95, Wake County Registry, and

WHEREAS there is laid off on said map a 60-foot access easement permitting ingress and egress from said tracts to State Road 1142, which access easement joins and is a continuation of an easement from Roger D. Powell and wife, Barbara H. Powell and Clifford J. Moore, Jr. and wife, Frances Jo Moore to Eva U. Poole dated January 16, 1978, recorded in Book 2584, Page 547, Wake County Registry, and

WHEREAS the parties hereto do covenant and agree one with the other to maintain said easement in its entirety from State Road 1142 into the property of the parties hereto for its entire length and in consideration of the terms and benefits hereof do agree as follows:

1. ROADWAY: The roadway herein shall be defined as that 60-foot access easement as shown in Book of Maps 1978, Page 95, Wake County Registry and that easement recorded in Book 2584, Page 547 to State Road 1142.

2. PRESENT STATE: The roadway herein is an unimproved dirt road. The present state of said roadway shall be improved by the installation of culverts for drainage as are needed and by the application of gravel so as to bring said roadway to a safe and usable state in all forms of weather.

3. CONTINUATION OF ROADWAY: The roadway as shown on said map will be established on the ground and laid off within a reasonable length of time from the date of this agreement so as to permit ready access to and from all tracts, with improvement as referred to in Paragraph 2 above.

4. COST OF IMPROVEMENT AND MAINTANANCE: The cost of improvement of existing roadway, and the cost of the continuation of said roadway as above referred to will be shared and borne equally by all parties hereto.

5. FUTURE IMPROVEMENT AND MAINTENANCE: The cost of all future improvement and maintenance shall be shared and borne equally by all parties hereto.

6. SALE OF TRACT: In the event one party hereto should sell his entire tract as originally acquired, the purchaser shall acquire all rights, benefits and obligations as specified herein and be bound by the terms of this agreement.

7. SUBDIVISION AND SALE OF TRACT: In the event one party hereto should subdivide his tract into smaller parcels, the purchaser or purchasers shall acquire all rights, benefits and obligations as specified herein, and the cost of maintenance of said roadway will be shared and borne equally with the total cost of maintenance being divided among all property owners.

8. DECISION MAKING AND/OR DISPUTE: All decisions as to the degree and type of road maintenance shall be made by the owners of all tracts at a meeting of same, and any difference of opinion on any matter shall be decided by a majority of the then owners, and the majority decision shall be controlling on all and all parties shall be bound thereby. The decision of the majority shall then be reduced to writing and a copy mailed to all owners.

In the event the majority shall be forced due to dissenting parties to bear expense of maintenance without contribution by the dissenting party, the majority shall proceed to complete the necessary maintenance and have a cause of action at law to recover from the dissenting party the amount for which said party is liable.

Nothing herein shall be construed so as to prevent one property owner from making improvements to said roadway at his own expense without expecting contribution from all property owners.

9. HEIRS, ASSIGNS AND TRANSFEREES: The heirs, assigns and transferees of all parties hereto shall be bound hereby and any purchaser of any tract as referred to herein on said recorded map, or of any subdivided portion thereof shall be bound by the terms, benefits and obligations of this agreement, or as amended hereafter from time to time.

10. TERM: This agreement shall remain in affect and be binding upon all parties until such time as a revocation thereof executed by all parties owning tracts encompassed in the area shown on the above referred to recorded map is recorded in the Wake County Registry or until such time as said roadway and maintenance thereof is accepted by the State of North Carolina under the Secondary Road System.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals the day and year first above mentioned.

Hershell Ray Ball Jr.
Hershell Ray Ball Jr.

Ellen Kay Ball
Ellen Kay Ball

Joan Herre Byers
Joan Herre Byers

Charles N. Jeffress
Charles N. Jeffress

Deborah L. Jeffress
Deborah L. Jeffress

George Blair Martin
George Blair Martin

Patricia P. Martin
Patricia P. Martin

Tyre C. Lanier
Tyre C. Lanier

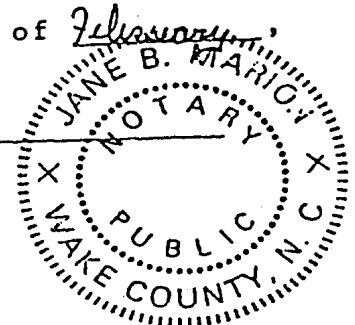
Cheryl Ann Lanier
Cheryl Ann Lanier

NORTH CAROLINA - WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Hershell Ray Ball, Jr. and wife, Ellen Kay Ball personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 28th day of February, 1978.

Jane B. Marion
Notary Public



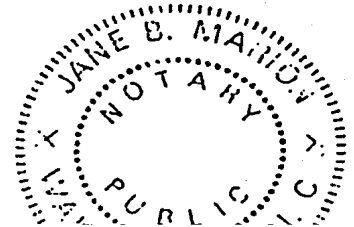
My Commission Expires: 3-11-81

NORTH CAROLINA - WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Joan Herre Byers personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 28th day of February, 1978.

Jane B. Marion
Notary Public



My Commission Expires: 3-11-81