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REBA G. THOMAS
REGISTER OF DEEDS

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Prepared by: Cynthia Sax Perry
NORTH CAROLINA

PRIVATE ROAD EASEMENT AND
ROAD MAINTENANCE AGREEMENT

CHATHAM COUNTY

Return to: JOHNSON P.O. Box 2865 CHAPEL HILL, NC 27515-2865

8 THIS ROAD MAINTENANCE AGREEMENT, made and entered into this the day of January, 2007, by **BRIAN D. JOHNSON and LINDA A. JOHNSON**, hereinafter referred to as Declarants, of Pittsboro, Chatham County, North Carolina.

WITNESSETH:

WHEREAS, the Declarants are the owners of an 38.791 acre parcel of land lying on the South side of Hatley Road (S.R. 1714), Pittsboro, Chatham County, North Carolina, which is shown on Plat Slide 94-339 and Plat Slide 2006-422, Chatham County Registry; and

WHEREAS, the Declarants have subdivided this parcel into 5 tracts, and to provide for a thirty (30') easement serving several lots within the subdivision, and to provide for a division of the costs of maintaining such roadway; and

WHEREAS, the Declarants wish to memorialize an agreement about the maintenance of the roadway serving their property;

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) each to the other paid, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby sets forth the following:

1. That the proposed subdivision of the property into five (5) lots is shown on that plat entitled "Survey for Brian D. Johnson and Linda A. Johnson," by Van R. Finch - Land Surveys, PA, dated September 19, 2006, and which was recorded October 20, 2006 in the Chatham County Registry at Plat Slide 2006-422;

2. That Lot #1 of the proposed subdivision shall be served by Hatley Road for the purpose of access and utilities easements;
3. That access and utilities easements for Lots #2, #3, #4 and #5 shall be a New 30' Private Easement (Forest Glen Drive) as shown on the plat above referenced, and that by this instrument, Declarants give, grant and convey such 30' Private Easement, commencing at the Southern margin of Hatley Road, crossing the Western portion of Lot #5, along the common boundaries of Lot #4 and #5, and along the northern boundary of Lot #3, ending at the Western margin of Lot #2, as shown on said plat. Such private road easement shall be for the common ingress, egress and regress of the Declarants and their successors in title, and for the purpose of installation and maintenance of standard utilities for Lots #2, #3, #4 and #5. Such easement shall be for the purposes of residential ingress, egress, and regress and for the purpose of installation and maintenance of standard utilities only, and any other use of the easement shall be considered an overburdening.
4. That the cost of construction of the said private roadway from S.R. 1714 to Lot #2 shall be borne by Declarants. The decision to construct a paved or gravel road shall be at the sole discretion of the Declarants.
5. That road maintenance assessments shall be determined annually, or more frequently if needed, in a meeting(s) of the affected Lot Owners, and shall be by majority vote. Each Lot shall be entitled to one vote, and there shall be no difference in maintenance costs between developed and undeveloped lots. The annual cost of the maintenance shall then be divided equally among the owners of the four affected lots, and payment of assessments shall be due and payable within thirty (30) days of mailing of the notice of the assessment to the Lot Owners at their last known address. Assessment amounts shall be sufficient but not materially exceed the cost required to maintain the road in good, safe, all-weather condition to allow for comfortable and safe passage.
6. The cost of any maintenance, repair or reconstruction of any portion of the roadway or easement known as Forest Glen Drive necessitated solely by the negligent or willful acts of an Owner or his/her invites, licensees, family or guests, shall be borne solely by such owner, and such Owner shall promptly cause such necessary maintenance, repair or reconstruction to be performed.
7. In the event of disagreements between the parties, all parties agree to submit to binding arbitration.
8. The lien of road maintenance assessments shall be secondary to mortgage financing on the affected Lots.
9. THIS ROAD MAINTENANCE AGREEMENT shall run with the land and shall be perpetual in nature inuring to the benefit and responsibilities of the parties herein, and their successors in title and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this
the 8th day of January, 2007.

Brian D. Johnson (SEAL)
BRIAN D. JOHNSON

Linda A. Johnson (SEAL)
LINDA A. JOHNSON

NORTH CAROLINA
CHATHAM COUNTY

I, Cynthia Sax Perry, a Notary Public for Chatham County and State aforesaid, do hereby certify that BRIAN D. JOHNSON and LINDA A. JOHNSON personally appeared before me this day and acknowledged their due execution of the foregoing and annexed instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 8th day of January, 2007.

Cynthia Sax Perry
NOTARY PUBLIC

My Commission Expires: 5/26/2011

