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FILED
CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS
FILED Mar 20, 2008
AT 10:29:46 am
BOOK 01392
START PAGE 0313
END PAGE 0315
INSTRUMENT # 03237
EXCISE TAX (None)

BOOK 1392 PAGE 313

Prepared by and return to: *Carolina Capital Advisors, P.O. Box 2865 Chapel Hill, NC 27515*
NORTH CAROLINA

ROAD MAINTENANCE AGREEMENT

CHATHAM COUNTY

THIS ROAD MAINTENANCE AGREEMENT, made and entered into this the 18th day of March, 2008, by **Heaven and Earth Holdings, LLC** hereinafter referred to as Heaven and Earth and **CAROLINA CAPITAL GROUP, INC. d/b/a Carolina Capital Advisors, Inc.**, hereinafter referred to as Carolina Capital, of Pittsboro, Chatham County, North Carolina.

WITNESSETH:

WHEREAS, Heaven and Earth is the owner of a 12.0 acre parcel (Lot 2) of land lying on the South side of Hatley Road (S.R. 1714), Pittsboro, Chatham County, North Carolina, which is shown on the Plat Slide 2002-465 Chatham County Registry; and

WHEREAS, Carolina Capital are the owners of a 5.0 acre parcel (Lot 1A) and a 5.5 acre parcel (Lot 1B) lying on the South side of Hatley Road (S.R. 1714), Pittsboro, Chatham County, North Carolina, which is shown on Plat Slide 2007-446 Chatham County Registry; and

WHEREAS, there is a sixty (60') easement serving these three parcels shown as Inverness Drive on Plat Slide 2007-446, and to provide for a division of the costs of maintaining such roadway; and

WHEREAS, Heaven and Earth and Carolina Capital want to provide for a division of the costs of maintaining such roadway; and

WHEREAS, Heaven and Earth and Carolina Capital 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, Heaven and Earth and Carolina Capital hereby sets forth the following:

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1. That access for these three parcels shall be a 60' Private Easement shown as Inverness Drive on the Plat Slide 2007-446. Such private road easement shall be for the common ingress, egress and regress of Heaven and Earth and Carolina Capital and their successors in title only.
2. That road maintenance assessments shall be determined annually, or more frequently if needed, in a meeting(s) of Heaven and Earth and Carolina Capital, 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 three 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.
3. The cost of any maintenance, repair or reconstruction of any portion of the roadway or easement known as Inverness 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.
4. In the event of disagreements between the parties, all parties agree to submit to binding arbitration.
5. The lien of road maintenance assessments shall be secondary to mortgage financing on the affected Lots.
6. 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 18th day of March 2008.

CAROLINA CAPITAL ADVISORS, INC.

By: *Linda Johnson*
Signature/Title

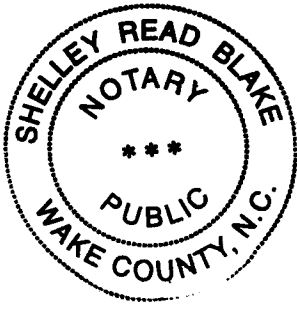
HEAVEN AND EARTH HOLDINGS, LLC

By: *[Signature]*
Signature/Title

SEAL-STAMP

NORTH CAROLINA - COUNTY OF Wake

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:



Hilarie Kuppe, President

Date: 3/18/2008

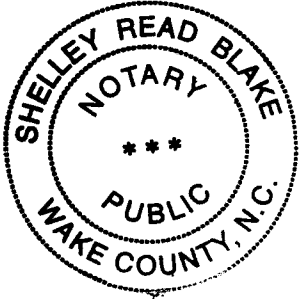
Shelley Read Blake
Shelley Read Blake, Notary Public

My commission expires: 7/25/2011

SEAL-STAMP

NORTH CAROLINA - COUNTY OF Wake

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:



Linda A. Johnson, Executive President

Date: 3/18/2008

Shelley Read Blake
Shelley Read Blake, Notary Public

My commission expires: 7/25/2011