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Franklin County North Carolina  
Brandi S. Davis, Register of Deeds  
BK **2207** PG **1224 - 1226 (3)**

North Carolina  
Wake County

**Road Maintenance Agreement**

KNOW ALL MEN BY THESE PRESENTS that **JANET M. JOHNSON**, unmarried, hereafter "Owner," being the owner of that property more particularly described as follows:

**Located in Youngsville Township, Franklin County, North Carolina, and Being all of the lands shown on that map recorded in Book of Maps 2020 Page 96, Franklin County Registry, and particularly the lands abutting the private road shown thereon**

hereby covenants, contracts and agrees with all persons, firms or corporations now owning or hereafter acquiring a lot or parcel of land include within the above description, that all such persons are subject to the following Road Maintenance Agreement, the terms of which shall run with the land, hereinabove described, by whomsoever owned, to wit:

1. So long as the road(s) identified and describe above shall be a private road, each lot owner adjoining the road or using the road for access to their lot shall be responsible for a proportionate share of the cost of maintaining the road. The proportionate share is defined as a fraction, the numerator of which is one (1) and the denominator of which is the number of lot owners subject hereto. The proportionate share of each lot owner shall decrease upon the subdivision of one or more of said lots, or otherwise the creation of more lots abutting the road. Owner may add lots hereto by incorporating this Agreement by reference into any deed conveying property served by the roads covered hereby. This Agreement will cease and terminate as to any road described above upon the North Carolina Department of Transportation's acceptance of such road for inclusion in the system of public roads for maintenance.

2. To ensure that the road is all times kept serviceable, **JANET M. JOHNSON**, so long as she shall own any lot mentioned above, will provide periodic maintenance to the road. The costs of this periodic maintenance shall be borne equally by each lot owner, and shall be paid immediately upon being billed. The failure of any lot owner to pay any such proportionate share within 30 days of the billing date shall constitute a failure to pay for labor and materials as contemplated in Article 2, Chapter 44(A) of the North Carolina General Statutes providing for Statutory Liens on Real Property. The person obtaining maintenance services may proceed to obtain, perfect and enforce such a lien against the property of any non-paying lot owner as provided in Article 2, Chapter 44(A-2) of the North Carolina General Statutes.

3. The person obtaining maintenance services shall give Notice to the owner of each lot by enclosing, a written statement of the amount spent for maintenance, and the amount of the lot owner's proportionate share in a postage paid envelope addressed to the person currently listed as the owner of the lot in the records maintained by the Franklin County Tax Collector for the year in which the maintenance is provided, and addressed to such property owner at the address shown in the tax records. Such notice shall be considered given at the time that the envelope containing the Notice, having proper postage paid, is deposited in the United States Mail.

4. At such time as **JANET M. JOHNSON** no longer owns any lot or lands mentioned above, then a majority of the lot owners shall select a person or firm to provide periodic road maintenance. Each lot owner shall continue to be liable for the proportionate costs of maintenance, and the remedies and liabilities for non-payment shall be the same as provided in Paragraph 2 above.

5. If any lot subject to this Agreement shall be hereafter subdivided, then each additional lot shall be subject to the terms hereof; and the proportional share of cost of each such lot shall be a fraction, the numerator of which is 1 and the denominator of which is a number equal to the total number of lots resulting from the subdivision added to the remaining lots not subdivided.

6. If **JANET M. JOHNSON** for any reason fails to inspect regularly and to obtain maintenance services for the road(s) identified above, by the vote of a two-thirds majority of other lot owners, one of them so selected, may inspect and obtain maintenance services. Such person shall have all the rights and remedies provided in Paragraph 2.

7. Any Lot owner may at his own expense perform maintenance and improvements to the road(s) without the consent of joinder of the others. Such owner doing so shall not be entitled to recover the costs thereof unless the others designate him as provided in Paragraph 6.

8. The road may be paved only with unanimous written consent of all lot owners wherein they agree for each to pay in advance his proportionate share of the cost. Or, upon the unanimous written consent of all lot owners, one or more of the lot owners may, at their separate expense, pave the road without seeking recovery of the proportionate share of the cost from all lot owners.

9. This **AGREEMENT** shall be enforced and construed consistent with the policies of Franklin County in effect at the time of its application, and shall be construed broadly to carry out the intent of the makers hereof that the owners of all lots benefited by the road shall share the costs of maintenance proportionally, based on the number of lots served <sup>by</sup> the road. The remedies for enforcement hereof are cumulative, and not exclusive, and any person entitled to relief hereunder shall be entitled to the use of any available remedy, and the use of one such remedy shall not preclude the use of any other.

IN WITNESS WHEREOF, **JANET M. JOHNSON** has hereunto to set her hand and seal on this day of March 13, 2020.

  
JANET M. JOHNSON

North Carolina  
Wake County

The undersigned Notary Public hereby certified that **JANET M. JOHNSON** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of March 2020.

  
Notary Public

My commission expires 5/22/2024

