

*Instrument prepared by Stephen D. Lowry, 8358-104 Six Forks Rd., Raleigh, NC 27615
After recording, return to Stephen D. Lowry, 8358-104 Six Forks Rd., Raleigh, NC 27615*

DECLARATION OF EASEMENT AND ROAD MAINTENANCE AGREEMENT

This **DECLARATION OF EASEMENT AND ROAD MAINTENANCE AGREEMENT** is made this 19th day of May, 2026, by **RACF, LLC**, a North Carolina corporation (the "Grantor") and **RACF, LLC**, a North Carolina corporation (the "Grantee")(collectively, the "Parties").

WITNESSETH

WHEREAS, the Grantor is the owner of property in Franklin County, North Carolina as shown on plat titled "Whitley Forest Subdivision" by M-III PLLC and attached hereto as Exhibit A; and

WHEREAS, Exhibit A depicts a "New Presence Grove 45' Private Right of Way for Ingress, Egress and Utility Easement" (the "Easement"); and

WHEREAS, Grantor and Grantee wish to provide for the terms and conditions of the Easement and maintenance obligations with respect thereto; and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Establishment of Easement.**

The Grantor hereby grants and conveys to the Grantee, its successors and assigns, the non-exclusive right, title, and easement for vehicular and pedestrian ingress, egress, and regress, in and over that property and area hereinafter described. Said easement shall be for the mutual and non-exclusive use of the Grantor and the Grantee, their successors and assigns, and their respective guests, tenants, invitees, and permittees, as incidental and convenient to the ongoing occupancy, use and operation of their respective lots. No structures, buildings, obstructions, or other encroachments shall be located or allowed to be located in the Easement area, nor shall any activity be conducted or allowed, which

prohibits, restricts, or otherwise interferes with the free and unrestricted use of the easement area for vehicular and pedestrian access purposes.

2. **Location and Extent.** The Easement area (the "Easement Area") is located and described as follow:

Being that area delineated as "New Presence Grove 45' Private Right of Way for Ingress, Egress and Utility Easement" on Exhibit A.

TO HAVE AND TO HOLD the above-described easement as an appurtenance to all of the property, which easement shall run with said lands forever.

3. **Covenants and Road Maintenance Agreement.** The Parties, their heirs, assigns and successors hereby agree to the following terms of use and maintenance:

- a. The Easement Area shall only be used for ordinary residential use and neither party shall cause any extraordinary wear and tear by building, drilling, or heavy use of the same. If there is any damage to said Easement Area as a result of extraordinary wear and tear, the responsible Party shall bear all costs associated with repair of the same in accordance with this Agreement;
- b. All expenses for ordinary maintenance to the Easement Area and all agreed upon improvements, including but not limited to adequate pavement and/or cover, graded shoulders, grass cuts, and any necessary repairs, shall be shared equally between the Parties on an annual basis;
- c. In advance of contracting for ordinary repairs or maintenance on an annual basis, the Parties shall notify all owners of the written estimate and costs associated with the same and shall agree upon the selection of a contractor to perform said maintenance. If any Party fails to object to the selection of the contractor and recommended maintenance after having at least ten (10) days' notice of the estimate, the other Party may proceed with the proposed contractor and the Parties shall split the costs associated with said ordinary repairs and maintenance reflected in the written estimate in accordance with their respective shares; and
- d. Any damage caused to the Easement Area by any owner, guest, invitee, or agent beyond ordinary wear and tear ("extraordinary damage"), including damage to the Easement Area caused by construction shall be immediately repaired by the responsible owner so as not to cause any inconvenience of the other owners. If repairs are not completed within twenty-one (21) days of the occurrence of extraordinary damage, written notice may be given to any responsible owner to rectify the damage. In the event the extraordinary damage is not rectified within fourteen (14) days after demand and written notice of the same, the non-responsible Party may

repair the extraordinary damage and may forward the invoice for all reasonable costs associated with repair of the same with demand for payment or reimbursement within thirty (30) days.

4. **Amendment; Termination.** It is understood and agreed that this Road Maintenance Agreement may not be amended or terminated except by written instrument executed by the Parties, their successors and assigns and recorded in the Franklin County Registry.

5. **Benefits and Binding Effects.** This easement agreement shall benefit and be binding upon the parties, and their respective successors and assigns. The rights and obligations granted and created hereunder are perpetual, run with title to the properties described herein, and can be terminated only as provided herein.

6. **Assignment.** Each Party shall have the right to transfer or assign the Easement Area as collateral or otherwise, provided that the continued use of the Easement Area is consistent with the terms and conditions of this conveyance.

7. **Indemnification.** This Agreement is conditioned upon each Party indemnifying the other Party and such Party's heirs, successors and assigns (collectively, the "Indemnified Party") from any and all losses, costs, damages, expenses, including, without limitation, attorneys' fees, and any other liability any Indemnified Person may suffer as a proximate result of the use of the Easements by such first Party and its members or managers, or the tenants, customers, guests, employees, invitees, or licensees of such first Party on the portion of the Easements located on the parcel of land owned by the Indemnified Party; provided, however, that the Indemnified Party shall give written notice to the indemnifying Party of its request for indemnification within 30 days of any loss which may entitle the Indemnified Party to indemnification as provided herein.

GRANTOR:

RACF, LLC

By: [Signature] (SEAL)
Ryan Faircloth, Member/ManagerNORTH CAROLINA
Wake COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ryan Faircloth, Member/Manager of RACF, LLC

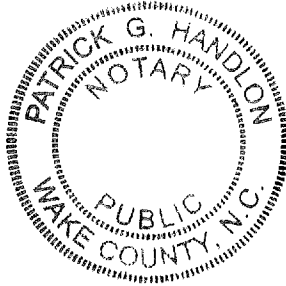
Date: 05/20/26

My Commission Expires:

10/24/29

[Affix Notary Stamp or Seal]

[Signature]
Notary Public
Print Name: Patrick G. Handlon



GRANTEE:

RACF, LLC

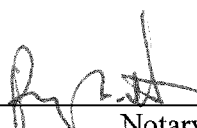
By:  (SEAL)
Ryan Faircloth, Member/ManagerNORTH CAROLINA
Wake COUNTY

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Notary Public
Print Name: Patrick G. Handlon

[Affix Notary Stamp or Seal]

