

**NORTH CAROLINA
FRANKLIN COUNTY**

PRIVATE ROAD MAINTENANCE AGREEMENT

Prepared by and return to: Capital City Law, 116 N Person Street, Raleigh, NC 27601

THIS PRIVATE ROAD MAINTENANCE AGREEMENT (this “**Agreement**”), made and entered into this 20th day of August, 2026, by Privette Property LLC, a North Carolina limited liability company (hereinafter “**Owner**”).

W I T N E S S E T H:

THAT WHEREAS, a fifty (50) foot private right of way easement for access and utilities has been established and is shown and designated as “Quiet Time Lane – 50’ Type II Private Road” on a map entitled “Minor Subdivision for Fred Privette,” prepared by Williams-Pearce and Assoc., Professional Land Surveyors, P.A., dated June 22, 2026, and attached hereto as Exhibit A (hereinafter the “**Roadway Property**”), and

WHEREAS, The Roadway Property is a private road situated in Dunn Township, County of Franklin, State of North Carolina, and is further described here in Exhibit B, and

WHEREAS, The Roadway Property benefits Lots 1, 2, 3, and 4 (said lots shown on map attached here as Exhibit A), and

WHEREAS, Owner is the current owner of Lots 1, 2, 3, and 4 and is a user of the Roadway Property, and

WHEREAS, Owner wishes to memorialize an agreement for road maintenance of the Roadway Property known as Quiet Time Lane for the benefit of Lots 1, 2, 3, and 4, to be binding upon Owner and all subsequent individual lot owners.

NOW, THEREFORE, said Owner, for valuable consideration, does hereby acknowledge, covenant, and agree that any owner hereafter acquiring any of the aforementioned Lots included in the paragraph above, that all are hereby subjected to the following "Private Road Maintenance Agreement" for said lots, running with said properties:

1. The Owner, and each subsequent lot owner, on behalf of themselves, their heirs, personal representatives, successors, and assigns, shall share in the obligation to maintain the Roadway Property and to perform repairs so as to maintain the Roadway Property in good and safe condition in accordance with standards set forth below: The cost of such maintenance and repair shall be borne pro rata based upon the number of lots owned, regardless of the size of any of the above-listed lots, each of the resulting lots so created that have an easement or right of use of the road shall share in the cost and maintenance and repair on a pro rata basis with all the other lots, provided, however, that in the event that a lot owner's guest, employee, agent or invitee causes damages to the Roadway Property other than ordinary wear and tear, said owner shall be required to repair such damage and bear the cost thereof exclusively.
2. The terms "maintenance" and "repair" shall include, but not be limited to, repairing the Roadway Property's surface, adding gravel, clearing obstructions, grading or scraping the Roadway Property as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the Roadway Property in a condition that will allow for reasonable and safe access of standard passenger vehicles and emergency vehicles.
3. Any owner exercising their responsibilities hereunder is further granted a temporary construction easement across all of the Roadway Property for the purpose of maintaining, repairing, or upgrading the Roadway Property, as provided for in this Agreement.
4. The covenants set forth in this Agreement are not personal obligations, but instead shall run with the land described above and shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto, but only for so long as they own an interest in any of the lots served by the Roadway Property.
5. This Agreement is specifically limited to maintenance and repair of only that portion of the Roadway Property which adjoins, crosses over, or benefits Lots 1, 2, 3, and 4, the current property of Owner. This provision is included to prevent the requirement of maintenance of the Roadway Property which serves or benefits other lots currently owned by owners not party to this Agreement. This Agreement does not preclude the subsequent addition of owners to this Agreement provided that maintenance obligations are accepted by said subsequent owners.

6. The Roadway Property is expressly not dedicated to public use. Unless and until the Roadway Property is accepted by the North Carolina Department of Transportation as a public road, the Roadway Property will not be maintained by Franklin County or the State of North Carolina.
7. This Agreement contains the entire agreement of the parties hereto, and any subsequent lot owners who shall become subject to this Agreement, and shall be construed and interpreted in accordance with the laws of the State of North Carolina.

This Agreement is made SUBJECT TO all easements, restrictions and conditions of record as the same may lawfully apply to the real estate herein described.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed the day and year first written above.

 (SEAL)
Privette Property LLC
by Frederic Privette, Managing Member

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Eve Victoria Trabel, Notary Public, do hereby certify that Frederic Privette, Managing Member of Privette Property LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company for the purposes therein expressed.

Witness my hand and notarial seal, this 20th day of August, 2026.



Notary Public
My Commission Expires: 3-31-2031



EXHIBIT A: (This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.)

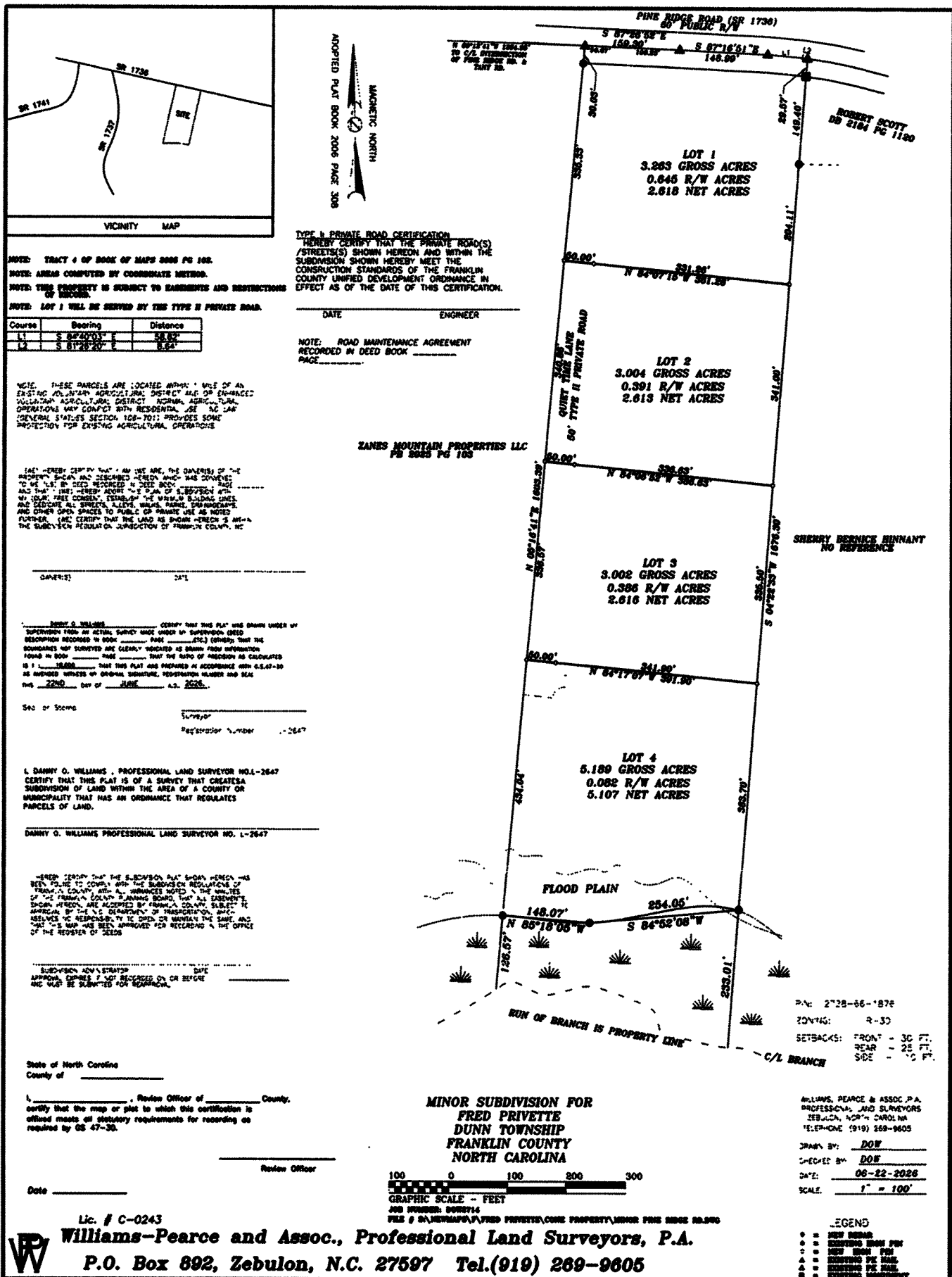


EXHIBIT B
DESCRIPTION OF THE ROADWAY PROPERTY

Lying in Dunn Township, Franklin County, North Carolina, and being more particularly described as follows:

BEING that fifty (50) foot wide private right of way easement for ingress, egress, regress and utilities designated "Quiet Time Lane – 50' Type II Private Road," extending westwardly from the western right of way margin of Pine Ridge Road (S.R. 1736) and serving Lots 1, 2, 3, and 4, all as shown on that plat entitled "Minor Subdivision for Fred Privette," prepared by Williams-Pearce and Assoc., Professional Land Surveyors, P.A., dated June 22, 2026, and attached hereto as Exhibit A.

The Roadway Property lies within and burdens Lots 1, 2, 3, and 4 as shown on the aforesaid survey, said lots containing 3.263, 3.004, 3.002 and 5.189 gross acres, respectively, and being all of Tract 4 as shown on that plat entitled "Minor Subdivision For Danny Cone," prepared by Williams-Pearce and Assoc., Professional Land Surveyors, P.A., dated January 31, 2025, and recorded in Map Book 2025, Page 103, Franklin County Registry, and being the same property conveyed to Privette Property LLC by deed recorded in Book 2439, Page 1554, Franklin County Registry.

Property Commonly Known As: TBD Pine Ridge Road, Zebulon, NC 27597

Parent Parcel ID: 051722 / PIN: 2728-66-1876