

BOOK 1024 PAGE 374
84Prepared By Batton & Guin
P O Box 803
Louisburg, NCNORTH CAROLINA
FRANKLIN COUNTYPRIVATE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, is made and entered into this the 25th day of August 1995, by James L. Kolb and wife, Janet O. Kolb, Enc James Hill and wife, Karen Denise Hill, Robert V. Lovelace and wife Jane R. Lovelace, and Richard A. Hoffert and wife Nancy R. Shaffer, who own certain lands adjoining one another and lying on a private road east of N C S R 1003 in Hayesville Township, Franklin County, North Carolina, and said private road is shown on a map attached hereto as Exhibit A

WHEREAS said map shows a 60-foot access easement which is for the mutual use and benefit of all parties owning property adjacent thereto, and a certain portion of that easement lying adjacent to said properties is to be maintained by said users and the parties to this agreement for their mutual benefits,

AND WHEREAS it is the desire of the parties hereto to ensure adequate access to all property owners which are a party to this agreement and to provide for the upkeep of said easement by those persons herein named owning property abutting and using their portion of said easement,

NOW THEREFORE, for and in the consideration of the sum of ONE DOLLAR (\$1.00) and other mutual considerations and covenants the said James L. Kolb and wife, Janet O. Kolb, Enc James Hill and wife, Karen Denise Hill, Robert V. Lovelace and wife Jane R. Lovelace, and Richard A. Hoffert and wife Nancy R. Shaffer do hereby agree to periodically maintain, grade and otherwise provide upkeep for the said easement as shown on said attached map, with said expense being equally apportioned among all parties hereto. Prior to any such maintenance being performed, the party contracting for the maintenance shall provide to all other parties notice of the estimate for said expenses, and upon the agreement by all parties that such charges are reasonable, the work shall be commenced and each party shall be equally responsible for their share of said expenses.

At the time of the execution of this agreement, the parties hereto have previously each paid \$65.00 annually for gravel and made certain repairs to the easement, however the parties now expressly agree that additional funds, if necessary, may be required from time to time, and by agreement of all parties hereto, these additional shall be equally assessed against each party hereto as set out above. Any party grading said road will receive a gasoline allowance to run equipment.

Further, each party to this agreement agrees not to interfere with the other parties' use and enjoyment of the easement and not to in any way impede the ingress and egress of the other parties or their guests to their properties.

The terms of this agreement shall be binding on the parties, their heirs, assigns and successors in title to the property benefited hereby.