NORTH CAROLINA PRIVATE ROAD MAINTENANCE AGREEMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and among the undersigned individual(s) being the owner(s) of the parcels of land located on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, North Carolina, and being more particularly described as Parcel ID \_\_\_\_\_\_\_\_\_\_, (and as shown on Plat Book \_\_\_\_\_\_\_, Pg. \_\_\_\_\_) , do hereby agree and covenant with all persons, firms or corporations, now owning and hereafter acquiring any of the area included with the above referenced land, that all are hereby subject to the following road maintenance agreement, running with said properties by whomsoever owned, to wit:

(1) So long as the road identified as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the above identified parcels of land remains a private road, each lot owner will be responsible for a proportionate share of the costs of maintaining the road until the N.C. Department of Transportation accepts the maintenance of said road and at which time this agreement will become null and void. The proportionate share by each lot owner shall be the number of lots he/she may own to the total number of lots fronting on said private road. If the number of lots increase, those fronting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the number of lot owner(s) responsible for a proportionate part of the maintenance costs will increase but if one owner owns more than one lot, that owner will share according to the original total number of lots developed.

(2) To ensure that the road is at all times kept serviceable for all weather conditions, owners will obtain periodic maintenance services on the road. The costs of this periodic road maintenance shall be borne proportionately upon being billed. Failure to pay such proportionate share within thirty (30) days of the date of billing shall constitute a failure to pay for labor and materials as in contemplated in NC GS § 44 (A)-8 et seq. and the above named owner(s) of the assigns, individual or jointly, shall be entitled to proceed against the non-paying lot owner to perfect a lien against the lot as is provided in NC GS § 44 (A)-8 et seq.

(3) Should at any time the owners above named no longer be the owner of any lot on the aforesaid named road herein then a majority of the lot owners shall select a person or firm to undertake the responsibility of obtaining periodic road maintenance. Each lot owner will continue to be liable for the proportionate costs and the remedies for non-payment will be the same as were hereinabove vested in paragraph (2) above.

(4) In the event that the persons designated in paragraph (2) above do not perform the needed inspections and obtain periodic maintenance on the road, two thirds majority vote of the lot owners may have the road inspected and maintained as needed and the cost apportioned to each lot owner as provided in paragraph (1) above. Non-payment in this instance will subject the lot owner to the same remedies as are set out in paragraph (2) above. The road may be paved only when complete agreement of all lot owners and the costs apportioned proportionally to each lot owner and non-payment by any land owner will subject the owner to the same remedies as set out in paragraph (2) above. Any lot owner, may at his own expense, perform maintenance on the road, excepting pavement of the road, provided any maintenance improves its condition to keep the road serviceable for all weather conditions.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seal, the day and year first shown above.

Property Owners:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of North Carolina

County of \_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a notary public of the above county and state, do hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_