

Prepared by and return to: Judith M. Hauser, HOGUE & STRICKLAND, 110 West Margaret Lane, Hillsborough, North Carolina 27278.

BOOK 701 PAGE 516
DEER CROSSING ROAD

EASEMENT AND
ROAD MAINTENANCE AGREEMENT

THIS EASEMENT AND ROAD MAINTENANCE AGREEMENT (hereinafter referred to as AGREEMENT), made this 31st day of December, 1987, by BONNIE M. GATES (unmarried), of P. O. Box 399, Hillsborough, North Carolina 27278, hereinafter called Declarant,

W I T N E S S E T H:

WHEREAS, Declarant owns in fee simple the real property described in ARTICLE 1 below; and

WHEREAS, the said property adjoins North Carolina State Road No. 1528; and

WHEREAS, Declarant by this AGREEMENT wishes to bind herself, her heirs, successors, and assigns, to provide all owners of any portion of said property described below owned by Declarant perpetual ingress, egress, and regress to the said State Road and access to utilities; and

WHEREAS, Declarant by this AGREEMENT wishes to bind herself, her heirs, successors, and assigns, to provide for maintenance of Deer Crossing Road and other private roads within the property until such time as the said road is accepted by the State of North Carolina for maintenance;

NOW, THEREFORE, Declarant agrees for herself and for and with any and all persons, firms, or corporations hereafter acquiring any of the property described in ARTICLE 1 below and any additions added thereto, that the same shall be subject to the following restrictions, conditions, and covenants relating to the use and occupancy thereof, which restrictions, conditions, and covenants shall run with the said property and inure to the benefit of and be binding upon the heirs, successors, and assigns of Declarant and other acquiring parties and persons.

ARTICLE 1. The real property which is, and shall be, held, transferred, sold, and conveyed subject to the conditions set forth in the various articles of this Agreement is located in Little River Township, Orange County, North Carolina, and is more particularly described as follows:

BEING that certain lot or parcel of land lying and being in Little River Township, Orange County, North Carolina, and being more particularly described as Tract II on deed recorded in Deed Book 683, page 418, Orange County Registry, to which reference is hereby made for a more particular description of the same; and any property purchased by Declarant, her heirs, successors, and assigns under Article 2 below.

and is hereinafter referred to as "the Property" or "SLEEPY HOLLOW."

ARTICLE 2. Declarant hereby grants unto herself and the future record owners of the Property non-exclusive easement for perpetual ingress, egress, and regress along, over, under, and for the purposes of installation and maintenance of utilities along and under Deer Crossing Road.

Declarant may, at a future date, grant easements across the Property to additional tracts of land adjacent to the Property which Declarant might purchase in the future, which future easements would provide access to North Carolina State Road No. 1528 and access to utilities by connecting with this easement; Declarant expressly states that the grant herein is a non-exclusive grant and would not be overburdened by subsequent easement grants over the Property in the same location as the easement granted herein which would provide access to the said State Road and to utilities. Declarant, for herself, her heirs, successors, and assigns, further irrevocably reserves the

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701 PAGE 515

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right to grant easements equivalent to and in the same location as the easement granted herein as an appurtenance to said future property purchased by Declarant, her heirs, successors, and assigns.

TO HAVE AND TO HOLD the above-described easement as an appurtenance to all of the Property and as an appurtenance to said future tracts as might be purchased by Declarant, as authorized above, which easement shall run with said lands forever.

ARTICLE 3. The said private road shall be named Deer Crossing Road and shall be maintained to Class B standards as prescribed by Orange County now and as the same may be revised from time to time. For so long as the Declarant shall be willing and able to serve she shall be responsible for:

1. Determining what maintenance is necessary in order to maintain Deer Crossing Road to Class, B standards; and
2. Contracting repairs and notifying owners of lots abutting the said road of their respective assessments at least annually; and
3. Estimating the costs of maintenance in advance, and depositing the funds received in a separate account, the records of which shall be available for inspection by any owner subject to assessment.

Each record owner of any of the Property using said road shall bear on a pro-rata basis the cost of maintaining said private road, this being each owner's pro-rata share for grading costs, gravel, or rock hauled in to fill ruts, holes, and washed-out sections and necessary replacement of or additional drainage culverts.

Each owner's pro-rata share of the maintenance costs of said private road shall be computed by a point system whereby one point is assigned for each lot owned and three points for each dwelling unit located thereon; each owner's share shall be in the proportion of his total points to the total points of the Property. Each owner's pro-rata share of the maintenance cost of the said private road shall be due and owing to the Declarant within 10 days of demand; if not so paid, then said costs may be reduced to a judgment by the Declarant.

ARTICLE 4. When the Declarant shall be unwilling or unable to provide for the maintenance of Deer Crossing Road as is set out in Article 3, this ARTICLE 4 shall control the maintenance of Deer Crossing Road.

Any owner of the Property served by Deer Crossing Road shall have the right to enforce Class B maintenance standards by sending by certified mail, return receipt requested, written notice of all proposed maintenance and of the time and place of a meeting of the said record owners (said meeting to take place no less than 10 days following the mailing of such notice) to all such record owners at their last known addresses.

At such owners' meeting all maintenance shall be approved by a majority of the votes cast (each owner shall have one vote for each lot owned and three votes for each dwelling unit located thereon).

Every owner of any of the Property using said road shall bear on a pro-rata basis the cost of maintaining said private road, this being each owner's pro-rata share for grading costs, gravel, or rock hauled in to fill ruts, holes, and washed-out sections and necessary replacement of or additional drainage culverts.

Each owner's pro-rata share of the maintenance costs of said private road shall be the total cost of maintenance multiplied by said owners votes and divided by the total of all the owners votes. Each owner's pro-rata share of the maintenance cost of the said private road shall be due and owing to whichever other owner initiated the maintenance enforcement within 10 days of the said owners' meeting. If not paid by that time, said costs may be reduced to a judgment and shall become a lien on the land of the defaulting record owner.

Notwithstanding the vote at the owners' meeting, nothing in this Agreement shall be construed as denying any owner the right to see that Deer Crossing Road is maintained to Class B standard, and any owner may require that the maintenance requirements be submitted to binding arbitration under the rules of

the American Arbitration Association in North Carolina (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section 1.567.1 et seq, as it may be from time to time amended) by notice mailed to all said record owners at their last known addresses by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the owners' meeting; unless such arbitration notice is sent, the vote of the majority of the owners shall be conclusive as to what maintenance is mandated by this Agreement.

ARTICLE 5. The private roads located within the Property may be dedicated to the public at the election of all of the owners if Article 4 is in effect as to the maintenance of said road. In that event, the owners and their successors in title and interest to any of the Property will remain responsible for road maintenance as herein provided until such time as the road dedicated is maintained by the North Carolina Department of Transportation or other governmental body.

ARTICLE 6. In the event that the said private road is extended within the Property, or to other adjacent property, or for sewer access to other property, the costs of maintaining the entire road system shall be borne by all the record owners of the Property served by the private road on the point system set forth above; provided, however, that the initial costs of constructing any extension of the roads shall be borne solely by the owners of the portion of any property abutting said road extension as they may agree, or if they do not agree, then among them by the same point system as set out above. Declarant reserves for herself, her heirs, successors, and assigns, the right to extend the road within the Property and other property up to 7,500 feet for the purpose of providing access to other portions of the property or to additional property owned by Declarant. Such road extension shall be maintained to the same standards as set out in ARTICLES 3, 4, and 5 herein.

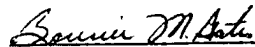
ARTICLE 7. In the event Orange County or any other governmental body, as a condition to the approval of any further subdivision of the Property described in ARTICLE 1 or any additional property, may require said private road to be upgraded above the Class B standard or publicly dedicated and constructed to Department of Transportation standards, then in that event Declarant and all persons taking title to the property described in ARTICLE 1 and any additional property shall be responsible to maintain and to pay costs of maintenance of the entire road system to the new standard on the point system described in ARTICLE 4. Provided, however, that the initial cost of constructing the road or any portion of the road to a higher private road standard or to Department of Transportation standards shall be borne solely by the owners of the property the subdivision of which triggers the requirement that the road or any portion of it be upgraded. The cost of constructing the road or any portion of it to a higher private road standard or to the Department of Transportation standards shall be shared by the owners responsible for the upgrading according to the point system described in ARTICLE 4, if they are otherwise unable to apportion the cost. In the event public dedication of the said private road or any extension of the private road or portion thereof is required by Orange County, Declarant and all persons taking title to Property from and through Declarant shall publicly dedicate the portion of said property required to be dedicated.

ARTICLE 8. This Agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors, and assigns of each record owner of the Property.

ARTICLE 9. This Agreement shall remain in full force and effect as to said road or any portion, extension, or addition thereof until such time as said road or any portion, extension, or addition thereof shall be taken over by the North Carolina Department of Transportation for maintenance purposes, and any portion not taken over by the North Carolina Department of Transportation shall remain subject to this Agreement.

IN WITNESS WHEREOF, Declarant has signed and sealed this instrument on the day and year first above written.

HOGUE & STRICKLAND
ATTORNEYS AT LAW
HILLSBOROUGH, N. C.


BONNIE M. GATES (SEAL)

STATE OF NORTH CAROLINA

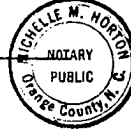
COUNTY OF Orange

I, Michelle M. Horton, a Notary Public in and for said County and State, do hereby certify that BONNIE M. GATES, Declarant, personally appeared before me this day and acknowledged the due execution of the foregoing DEER CROSSING ROAD EASEMENT AND ROAD MAINTENANCE AGREEMENT, for the intents and purposes therein expressed.

WITNESS my hand and notarial seal, this 31st day of December, 1987.

Michelle M. Horton
NOTARY PUBLIC

My commission expires:
2-22-1991



NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(s) of
Michelle M. Horton,

A Notary (~~public~~) Public of the designated Governmental units is ~~also~~ certified to be correct. Filed for registration this the 31st day of December 19 87, at 5:21 o'clock, P.M. in Record Book 701 Page 516.

Betty June Hayes, Register of Deeds

Return: _____

By: Delmar B. Burk
Assistant/Deputy
Register of Deeds

NORTH CAROLINA
ORANGE COUNTY

MULTIPLE PIN
ASSIGNMENT
BOOK 701 PAGE 520

Page 1 of 1
Verified by PB

FOLLOWING PINS ASSIGNED TO: Decl
Document Type 701 / 521
Book Page

SUBDIVISION DESCRIPTION: Sleepy Hollow PLAT 49 146

PIN	DESC:
<u>0900-32-7527</u> <u>1.3.6A</u>	1. #1
<u>0900-32-8742</u> <u>1.3.6B</u>	2. #2
<u>0900-32-9476</u> <u>1.3.6C</u>	3. #3
<u>0900-33-9157</u> <u>1.3.6D</u>	4. #4
<u>0900-43-5303</u> <u>1.3.6E</u>	5. #5
<u>0900-53-1302</u> <u>1.3.6F</u>	6. #6
<u>0900-53-7247</u> <u>1.3.6G</u>	7. #7
<u>0900-63-3266</u> <u>1.3.6H</u>	8. #8
<u>0900-62-3556</u> <u>1.3.6J</u>	9. #9
<u>0900-52-7633</u> <u>1.3.6K</u>	10. #10
<u>0900-52-0694</u> <u>1.3.6L</u>	11. #11
<u>0900-42-4673</u> <u>1.3.6M</u>	12. #12