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Prepared by and return to: Michael C. Smith, 533 Ellynn Drive, Cary, NC 27511

BOOK 492 PAGE 168

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

ROAD EASEMENT MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being owners of all of the tract or parcels in Williams Township, Chatham County, North Carolina, recorded in Deed Book 342, Page 366, Book LJ, Page 389, Book 431, Page 801, Book 475, Page 298, Book 447, Page 785, and Book 477, Page 627 of the Chatham County Registry, hereby agree with each other and with all parties, firms or corporations now or hereinafter owning or acquiring any tract or parcel of land abutting or touching the easement described within, that those tracts or parcels are hereby subject to this Agreement for road maintenance, which agreement shall run with said properties by whomsoever owned; that,

WHEREAS, there is a certain sixty (60) foot wide access easement on the above described properties, the centerline of which is described on Appendix A, which is hereby incorporated by reference; and, *is recorded in Book 492, Page 168, Chatham County Registry*

WHEREAS, the parties hereto wish to provide for maintenance of said easement by all present and future owners of property abutting or touching this easement; and

WHEREAS, this easement benefits the above described property by providing access to State Road 1716;

NOW, THEREFORE, said parties herein agree as follows:

1. Each owner of land abutting or touching this easement agrees to be responsible for maintenance and upkeep of the easement in accordance with Chatham County and State of North Carolina standards for private gravel roads and all pertinent Subdivision Ordinances.

2. It is understood and agreed that Maintenance and repair called for by this agreement shall not be in excess of the above stated standard unless agreed by all the involved property owners. Any owner shall have the right to upgrade the standard of the road in whole or in part, but such owner shall be solely responsible for the cost of such upgrading unless otherwise agreed; and the other owners shall remain liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded.

3. (a) For a period of five (5) years from the recording date of this Agreement, each owner and assignee shall pay a pro-rata share of the cost of the road maintenance based on the number of acres being served by this Road Agreement and the distance from N.C.S.R. 1716 as more particularly set forth in Paragraph 3 (b) hereinafter stated. Thereafter, each owner or assignee shall pay equally the costs of road maintenance based on the distance from N.C.S.R. 1716 as more particularly set forth in Paragraph 3 (b) hereinafter stated.

(b)(i) Each owner or assignee granted access to this road easement shall pay for the maintenance of the road from the westernmost point of the road in A. Hugh Stone's line as shown in a map entitled Access Road for Tarheel Wood Treating Company recorded in Plat Book 33, Page 48, Chatham County Registry, to N.C.S.R. 1716, with the westernmost point of the road in A. Hugh Stone's line being labelled "Station 1730" per map of Gallup Road, Chatham County, North Carolina, prepared by Miller & Associates, which map is incorporated herein by reference and referred to for a more particular and complete description; *and being recorded in Plat Cabinet A, Slide 640, Chatham County Registry.*

(b)(ii) All owners or assignees whose access to the easement is west of the point described in Paragraph 3(b)(i) above, said

point being west of Station 1730 shall pay for maintenance of the road from the western most point in Michael Hubbard and James Warrenfells line as shown in the above referenced map to the point described in Paragraph 3(b)(i) which westernmost point in Hubbard and Warrenfells line is Station 3345 to Station 1730 as more particularly shown upon the map entitled "Map of Gallup Road" hereinabove referenced;

(b)(iii) All owners or assignees whose access to the easement is west of the point described in Paragraph 3(b)(ii) above said point being west of Station 3345 shall pay for the maintenance of the road from the westernmost point in J. Daniel Butler's line as shown in the above referenced map to the point described in Paragraph 3(b)(ii) which westernmost point in J. Daniel Butler's line is Station 5695 to Station 3345 as more particularly shown upon the plat entitled "Map of Gallup Road" hereinabove referenced;

(b)(iv) Tarheel Wood Treating Company, its successors and assigns, shall pay for the maintenance of the balance of the road.

(b)(v) The number of acres being served by this road easement and distance from NCSR 1716 as set forth in Paragraph 3(a) and (b) are attached hereto pursuant to Appendix B which Appendix B is for purposes of illustration based upon the current ownership as of the date of this easement being signed and Appendix B does not encompass any assignees as of the date of the preparation of Appendix B.

4. No maintenance or repair shall be done unless and until a majority of owners or assignees required to maintain a section of the road agree that such maintenance and or repair shall be done to that section. Such agreement shall not be unreasonably withheld.

5. Owners of property and assignees herein involved agree to meet at least annually, and in any event whenever necessary. Dan Butler shall be responsible for calling the first meeting. Each year thereafter, the involved owners and/or their assigns shall elect one member to convene and direct the next year's meeting. The one elected or appointed shall serve in this capacity until a replacement is elected.

6. Any damage caused by driveway connections, by heavy trucks or machinery, or by abuse to the easement shall be repaired at the expense of the owners or assignees responsible for the damage.

7. A majority of the property owners or assignees responsible for the maintenance or repair of a section of the road shall have the power to file with the Register of Deeds of Chatham County a Notice of Assessment lien against any property for which a maintenance or repair assessment for the road section has not been paid within 30 days of such assessment; Such lien, however, shall be subordinated to any duly recorded first deed of trust.

8. The easement is freely assignable to serve lands other than those presently served. To recoup expense of road construction, each assignee not on land presently served shall pay a fee to his assignor equal to his total acreage divided by 644.94 acres multiplied by the cost of road construction (acreage 644.94 x cost of road). The cost of said road shall be documented by a copy of the final bill. Assignor shall be responsible for paying the present parties hereto their share of this assignment fee within 30 days of such assignment of right in the herein described easement. If such parties cannot be located after diligent search, such money due shall be applied to the general maintenance of the easement. The terms of this paragraph 8 concerning recoupment of payment for road construction shall be null and void 20 years after the date of this agreement.

9. The present owners of said property now agree, and all subsequent owners or assignees do hereby agree by accepting a deed or any other property interest for any portion of said property, to be bound by the terms of this agreement, in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seals to be hereunto affixed by authority of its Board of Directors, this 3rd day of January, 1986.

A Hugh Stone (SEAL) J. Daniel Butler (SEAL)
J. Daniel Butler

Helen B. Stone (SEAL) Carol H. Butler (SEAL)
Carol H. Butler

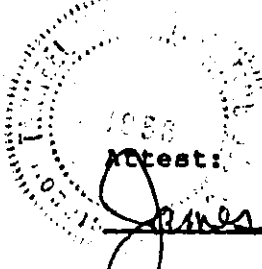
Clyde V. Davis (SEAL) Michael W. Hubbard (SEAL)
Clyde V. Davis Michael W. Hubbard

Margaret B. Davis (SEAL) James Carey Warrenfels (SEAL)
Margaret B. Davis James Carey Warrenfels

John S. Peeler (SEAL)
John S. Peeler

TARHEEL WOOD TREATING COMPANY, INC.

By: Richard Gallup
President



Attest:
James A. Gallup
Secretary

APPENDIX A

BEGINNING at a point in the centerline of S.R. 1716

thence N 54°01'14" W, 13.46 ft to the point of curvature for curve # 1;

thence with the curve to the left 241.15 ft. to the point of tangency of the curve, said curve having a radius of 215.24 ft. and a central angle of 64°01'33";

thence S 61°46'45" W, 140.31 ft. to the point of curvature for curve # 2;

thence with the curve to the right 257.31 ft. to the point of tangency of the curve, said curve having a radius of 228.69 ft. and a central angle of 64°27'59";

thence N 53°45'16" W, 300.53 ft. to a point, said point being S 36°14'44" W, 99.52 ft. from Corps of Engineers monument # 203;

thence N 53°45'16" W, 240.20 ft. to a point;

thence N 56°27'38" W, 328.70 ft. to the point of curvature for curve # 3;

thence with the curve to the left 210.55 ft. to the point of tangency of the curve, said curve having a radius of 294.56 ft. and a central angle of 40°57'19"; said point also being the point of curvature for curve #4;

thence with the curve to the right 171.21 ft. to the point of tangency of the curve, said curve having a radius of 674.32 ft. and a central angle of 14°32'52";

thence N 82°52'05" W, 39.95 ft. to the point of curvature for curve # 5;

thence with the curve to the right 142.62 ft. to the point of tangency of the curve, said curve having a radius of 496.35 ft. and a central angle of 16°27'48";

thence N 66°24'17" W, 94.31 ft. to the point of curvature for curve # 6;

thence with the curve to the left 99.37 ft. to the point of tangency of the curve, said curve having a radius of 362.12 ft. and a central angle of 15°43'23";

thence N 82°07'40" W, 222.90 ft. to the point of curvature for curve # 7;

thence with the curve to the left 144.16 ft. to the point of tangency of the curve, said curve having a radius of 574.83 ft. and a central angle of 14°52'01";

thence S 83°00'19" W, 79.35 ft. to the point of curvature for curve # 8;

thence with the curve to the right 158.52 ft. to the point of tangency of the curve, said curve having a radius of 312.74 ft. and a central angle of 29°02'28";

thence N 67°57'13" W, 113.09 ft. to the point of curvature for curve # 9;

thence with the curve to the left 262.64 ft. to the point of tangency of the curve, said curve having a radius of 306.34 ft. and a central angle of 49°07'18";

thence S 62°55'29" W, 417.30 ft. to the point of curvature for curve # 10;

thence with the curve to the left 234.07 ft. to the point of tangency of the curve, said curve having a radius of 430.97 ft. and a central angle of 31°07'08", said point also being the point of curvature for curve # 11;

thence with the curve to the right 256.00 ft. to the point of tangency of the curve, said curve having a radius of 262.53 ft. and a central angle of 55°52'17", the point of intersection of the lines of curvature and tangency being an existing concrete monument;

thence S 87°40'38" W, 394.75 ft to a point;
thence N 88°13'33" W, 214.60 ft to a point;
thence S 88°12'10" W, 278.13 ft to the point of curvature
for curve # 12;
thence with the curve to the right 353.76 ft. to the point
of tangency of the curve, said curve having a radius of 1715.29
ft. and a central angle of 110°49'00";
thence N 79°58'50" W, 96.97 ft. to the point of curvature
of curve # 13;
thence with the curve to the left 99.80 ft. to the point of
tangency of the curve, said curve having a radius of 653.66
ft. and a central angle of 08°44'54";
thence N 88°43'54" W, 48.56 ft. to the point of curvature
of curve # 14;
thence with the curve to the right 187.79 ft. to the point
of tangency of the curve, said curve having a radius of 220.73
ft. and a central angle of 48°44'41";
thence N 39°59'03" W, 593.82 ft. to the point of curvature
of curve # 15;
thence with the curve to the right 199.07 ft. to the point
of tangency of the curve, said curve having a radius of 841.52
ft. and a central angle of 130°33'13";
thence N 26°25'50" W, 130.65 ft. to the point of curvature
of curve # 16;
thence with the curve to the left 251.46 ft. to the point
of tangency of the curve, said curve having a radius of 228.24
ft. and a central angle of 63°07'32";
thence N 89°33'22" W, 208.22 ft. to the point of curvature
of curve # 17;
thence with the curve to the right 199.72 ft. to the point
of tangency of the curve, said curve having a radius of 1547.43
ft. and a central angle of 07°23'42";
thence N 82°09'40" W, 377.73 ft. to the point of curvature
of curve # 18;
thence with the curve to the left 411.63 ft. to the point
of tangency of the curve, said curve having a radius of 280.00
ft. and a central angle of 84°13'52";
thence S 13°36'28" W, 226.29 ft. to the point of curvature
of curve # 19;
thence with the curve to the right 117.54 ft. to the point
of tangency of the curve, said curve having a radius of 237.69
ft. and a central angle of 28°20'03";
thence S 41°56'31" W, 318.53 ft. to a point;
thence S 45°41'17" W, 192.66 ft. to the point of curvature
of curve # 20;
thence with the curve to the right 231.07 ft. to the point
of tangency of the curve, said curve having a radius of 478.05
ft. and a central angle of 27°41'40";
thence S 73°22'57" W, 4.87 ft. to the end of the easement;

All as described in construction plans prepared by Miller
Associates, P. O. Box 488, 1378 Charleston Drive, Sanford, NC
27330 entitled "Tarheel Wood Treating Access Road", and dated
11-84, project #13084.

APPENDIX "B"

DISTANCES

1. The distance from NCSR #1716 to A. Hugh Stone's westernmost point of the road or Station 1730 is 1730 feet

2. The distance from the westernmost point in J. Daniel Butler's line or Station 5695 to the westernmost point of the road in A. Hugh Stone's line which is Station 1730 is 3966 feet

3. The distance from the westernmost point in J. Daniel Butler's line or Station 5695 for the balance of the road is 3490 feet *226* *913*

ACREAGE

<u>Landowner</u>	<u>Acreage</u>
Tarheel Wood Treating Co., Inc.	527 ac.
Mr. Dan Butler	113 ac.
Mr. Michael Hubbard & Mr. James C. Warrenfells	31 ac. } - 144 acres
Mr. Hugh Stone	57 ac.
Mr. John Peeler	9.51 ac.
Mr. Clyde Davis	7.43 ac.
TOTAL ACREAGE	<u>644.94 ac.</u>

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State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that John S. Peeler, widower, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 6 day of Jan, 1985

My commission expires:
2-15-89

Barbara M...
Notary Public



State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that Clyde V. Davis and wife, Margaret B. Davis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 4th day of Jan, 1985

My commission expires:
4/4/90

Kathryn Cantrell
Notary Public



State of North Carolina
County of _____

I, a Notary Public in and for the County and State above do hereby certify that A. Hugh Stone and wife, Helen B. Stone personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 1985.

My commission expires:

Notary Public

State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that Michael W. Hubbard, single, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 4th day of Jan, 1985

My commission expires:
4/4/90

Kathryn Cantrell
Notary Public



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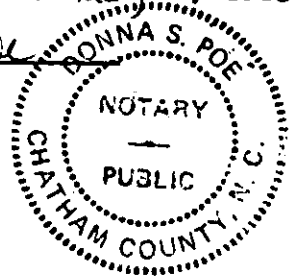
State of North Carolina
County of Chatham

I, a Notary Public in and for the County and State above do hereby certify that J. Daniel Butler and wife Carol H. Butler personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 3rd day of JANUARY, 1986.

My commission expires:
7-27-88

Donna S. Poe
Notary Public



State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that James Carey Warrenfells, single, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 1st day of Jan, 1986.

My commission expires:
4/1/90

Kathryn Cantrell
Notary Public

State of North Carolina
County of Wake

I, a Notary Public for the County and State above certify that James S. Gallup personally appeared before me this day and acknowledged that he is Secretary of Tarheel Wood Treating Company, Inc, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by James S. Gallup as its attesting officer.

Witness my hand and Notarial Seal, this 3 day of January, 1986.

My commission expires:
6-16-1990

Doris J. Hamm
Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Barbara Moon, Kathryn Cantrell, Donna S. Poe, and Doris J. Hamm, ~~XXXXXX~~ (Notaries) Public is (are) certified to be correct. This instrument was presented for registration at 2:12 o'clock P. M., on March 19, 1986, and recorded in Book 492, Page 168.

FLEET BARBER REDDISH
Register of Deeds

By: Doris J. Thomas
Assistant,