

2021033156 00114

FORSYTH CO. NC FEE \$26.00
PRESENTED & RECORDED
06/22/2021 12:20:06 PM
LYNNE JOHNSON
REGISTER OF DEEDS
BY: CHELSEA B POLLOCK
DPTY

BK: RE 3619
PG: 2451 - 2456

Prepared by Julian Robb, a licensed North Carolina attorney.
Return to Craige Jenkins Liipfert & Walker LLP, 110 Oakwood Drive, Suite 300, Winston-Salem, NC 27103

STATE OF NORTH CAROLINA

PRIVATE ROAD MAINTENANCE AGREEMENT

COUNTY OF FORSYTH

THIS PRIVATE ROAD MAINTENANCE AGREEMENT made and entered into this the 21st day of June, 2021 by and between JOHN SHIPLEY and DAVID MECUM ("Shipley and Mecum"); RICKY LEE DOLLARHITE and wife, ANDREA HENDERSON DOLLARHITE ("Dollarhite"); and VERNON R. ALLISON and wife, MICHELLE H. ALLISON ("Allison").

WITNESSETH:

WHEREAS, Shipley and Mecum, Dollarhite, and Allison are owners of lots on Boyer Farm Road in Walnut Cove, North Carolina; and

WHEREAS, Shipley and Mecum are the owners of the a tract consisting of 27.559 acres off Boyer Farm Road, having acquired same by Deed recorded in Book 3611, Page 182, Forsyth County Registry; and

WHEREAS, Dollarhite is the owner of the real property located at 7750 Boyer Farm Road, Walnut Cove, NC 27052, having acquired same by Deed recorded in Deed Book 3347, Page 4063, Forsyth County Registry; and

WHEREAS, Allison is the owner of the real property located at 7700 Boyer Farm Road, Walnut Cove, NC 27052, having acquired same by Deed recorded in Deed Book 3428, Page 4138, Forsyth County Registry; and

WHEREAS, Shipley and Mecum, Dollarhite, and Allison are the owners of tracts or parcels of land located immediately adjacent to Boyer Farm Road and utilize Boyer Farm Road for ingress,

submitted electronically by "Craige Jenkins Liipfert & Walker LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Forsyth County Register of Deeds.

egress and regress to and from their respective lots and parcels of land and the homes located or to be located thereon; and

WHEREAS, by the execution of this document, Shipley and Mecum, Dollarhite, and Allison desire to clarify and specify their agreements with respect to the road maintenance of Boyer Farm Road, all as more particularly described herein.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. All maintenance costs for maintenance of Boyer Farm Road shall be shared equally between the owners of the benefited properties. For purposes hereof, parties agree that "repair and maintenance" shall contemplate snow removal, the patching and/or repairing of potholes and/or damage to the edges and other portions of the surface. The parties agree that said roadway should be maintained in a manner consistent with other similarly surfaced roads in first class subdivisions within the Town of Walnut Cove.
2. The parties shall meet at least yearly to review and determine any needed maintenance of Boyer Farm Road, and agree to use good faith in determining, apportioning and paying the costs thereof.
3. If any damage is caused to Boyer Farm Road as a result of commercial vehicular traffic, then any damage caused by such commercial vehicular traffic shall be payable by the commercial entity or the owner contracting the commercial entity. Repairs shall be made and paid for in full immediately upon notification of damage to the responsible party.
4. In the event that any owner is required to pay another owner a share of any maintenance costs provided for herein, each owner agrees to pay its share of such maintenance costs within thirty (30) days of receipt of an invoice from the owner who is owed such reimbursement, setting forth (i) the amount of such maintenance costs; (ii) each owner's share; and (iii) details of the maintenance performed. If any owner fails to contribute its share of such maintenance costs within thirty (30) days of receiving such invoice, the outstanding amount due shall immediately begin to accrue interest relating back to the date of such invoice until paid in full at the rate of twelve percent (12%) per annum.
5. The easements granted in this Agreement are for the benefit of and restricted solely to the owners, their heirs, successors and assigns. The easements and rights granted herein are not intended to and do not create any right in or benefit to the general public.
6. The easements, covenants and restrictions contained in this Agreement are not personal but are appurtenant to and shall run with the land benefited and burdened thereby and shall be binding upon all present and future owners, their successors in title or interest and their permitted assigns.
7. Any modification to this Agreement must be in written, recordable form and be executed by the owners of each Parcel.

- 8. No waiver of any provision of this Agreement shall be deemed to imply or constitute a further waiver of that provision or any other provision. Should any provision be declared invalid by a legal authority of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.
- 9. Failure of any owner to comply with any or all of the terms and conditions of this Agreement shall not, under any circumstances, entitle any other owner to terminate any easement or right hereunder, but shall give rise to damages and/or such other remedies as may be provided in this Agreement or by law or equity. All rights, powers and privileges incurred hereunder shall be cumulative and in addition to and not the exclusion of those provided by law or equity.
- 10. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 11. This document embodies the complete understanding of the parties with regard to the matters addressed herein, and all other discussions or understandings between the parties, whether verbal or written, are merged herein

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

[Signature] (SEAL)
JOHN SHIPLEY

[Signature] (SEAL)
DAVID MECUM

STATE OF North Carolina
COUNTY OF Forsyth

I, Robin Smith Horn, a Notary Public for the County of Forsyth and State of North Carolina, do hereby certify that John Shipley, either being personally known to me or proven by satisfactory evidence (said evidence being ACDL), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes therein stated.

Witness my hand and Notarial stamp or seal this 21 day of June, 2021.

[Signature]
Notary Public
Name: Robin Smith Horn
My Commission Expires: 3/23/2022



STATE OF North Carolina

COUNTY OF Forsyth

I, Robin Smith Horn, a Notary Public for the County of Forsyth and State of North Carolina, do hereby certify that David Mecum, either being personally known to me or proven by satisfactory evidence (said evidence being none), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/they for the purposes therein stated.

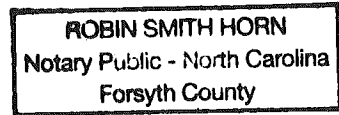
Witness my hand and Notarial stamp or seal this 21 day of June, 2021.

Robin Smith Horn

Notary Public

Name: Robin Smith Horn

My Commission Expires: 3/23/2022

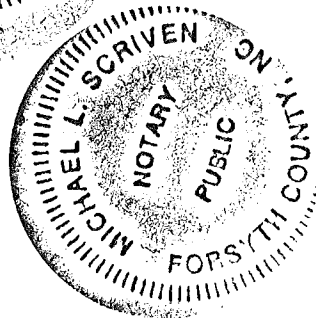
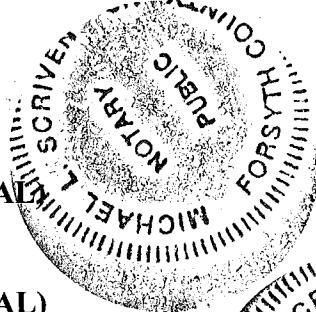


Ricky Lee Dollarhite
RICKY LEE DOLLARHITE

(SEAL)

Andrea Henderson Dollarhite
ANDREA HENDERSON DOLLARHITE

(SEAL)



STATE OF North Carolina

COUNTY OF Forsyth

I, Michael L. Scriven, a Notary Public for the County of Forsyth and State of North Carolina, do hereby certify that Ricky Lee Dollarhite and wife, Andrea Henderson Dollarhite, either being personally known to me or proven by satisfactory evidence (said evidence being Ricky Lee Dollarhite and Andrea Henderson Dollarhite), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/they for the purposes therein stated.

Witness my hand and Notarial stamp or seal this 30th day of MAY, 2021.

Michael L. Scriven

Notary Public

Name: Michael L. Scriven

My Commission Expires: 03/01/2025

Vernon R. Allison (SEAL)
VERNON R. ALLISON

Michelle H. Allison (SEAL)
MICHELLE H. ALLISON

STATE OF North Carolina

COUNTY OF _____

I, Angela H Tilley, a Notary Public for the County of Forsyth and State of North Carolina, do hereby certify that Vernon R. Allison and wife, Michelle H. Allison, either being personally known to me or proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes therein stated.

Witness my hand and Notarial stamp or seal this 14th day of June, 2021.

Angela H Tilley
Notary Public
Name: Angela H Tilley
My Commission Expires: 10/24/24

