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TRANSYLVANIA COUNTY NC FEE \$26.00

PRESENTED & RECORDED

10/30/2020 03:02:48 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: KARIN SMITH

DEPUTY REGISTER OF DEEDS

BK: DOC 948

PG: 192 - 194

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

Prepared by: Richard B. Daniel, Attorney
4 W. Main St., Ste. 3
Brevard, NC 28712

ROAD MAINTENANCE AGREEMENT

This Agreement is made and entered into this 20th day of October, 2020, by and between Leder-Sparlin Enterprises, LLC, a Florida limited liability company ("Leder") and Colin Campbell, and Jennifer Campbell ("Campbell").

WITNESSETH:

THAT WHEREAS, Campbell is the owner of Tract 1 and Tract 2 of Whitmire Woods at Cherryfield, as shown on a boundary survey recorded in Plat File 9 Slide 211, Records of Plats for Transylvania County, North Carolina.

WHEREAS, Leder is the owner and developer of Whitmire Woods at Cherryfield, as indicated in the Declaration of Residential Restrictive and Protective Covenants for Whitmire Woods at Cherryfield, recorded in Document Book 55, Page 479, Transylvania County Registry.

WHEREAS, the parties own parcels along Old Gloucester Road and the 30 foot right-of-way across the property of Annie Holden Brown, and onto the properties of the parties, described in Deed Book 178, Page 280, and Book 181, Page 161, Transylvania County Registry, also known as Still Waters Lane.

WHEREAS, the parties desire to eliminate the Declaration of Residential Restrictive and Protective Covenants for Whitmire Woods at Cherryfield, and enter into an agreement for the costs of maintenance and improvements to Old Gloucester Road and the 30 foot right-of-way mentioned above.

NOW THEREFORE, IT IS AGREED:

1. The Declaration of Residential Restrictive and Protective Covenants for Whitmire Woods at Cherryfield, recorded in Document Book 55, Page 479, Transylvania County Registry, is hereby and forever terminated in its entirety.

submitted electronically by "Richard B. Daniel, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Transylvania County Register of Deeds.

2. Old Gloucester Road, also known as Heartwood Hollow, as it has been improved and/or relocated, and the right-of-way referred to as Still Waters Lane, shall be subject to a perpetual, nonexclusive easement for ingress and egress, for the purpose of providing access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the property owners to conduct periodic road repairs and maintenance, as well as for utilities, permitting above and below ground public utilities to be installed and maintained. The width of the right of way for Old Gloucester Road is generally 45 feet, as measured from the centerline of the old location of the Road and on the east side of that centerline as shown on recorded plats for the subdivision known as Whitmire Woods at Cherryfield, and 45 feet, centered on the existing road through the parcel owned by Leder and previously owned by Edmonds, leading from the public road to the Campbell parcel.
3. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the roads mentioned above in good passable operating condition at all times and to insure the provision of safe access by emergency vehicles. Before authorizing expenditures for future road improvements, parcel owners will be notified, cost estimates will be provided, and a majority agreement will be required.
4. The cost of road maintenance and improvements shall be shared equally, per number of property owners using the respective roads, presently three users for Old Gloucester Road/Heartwood Hollow, and two users for Still Waters Lane. Campbell shall not be responsible for costs associated with any part of either road that lies beyond his property lines.
5. Any additional parcels gaining access to the roads mentioned above shall be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance and improvements as determined above.
6. This Agreement shall be perpetual and shall encumber and run with the land as long as the roads mentioned above remain private. The authority to grant additional rights-of-way for the roads described above, beyond the rights-of-way running with the land described above, lies solely with Leder, and/or its heirs, successors and assigns.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals the day and year set out above.

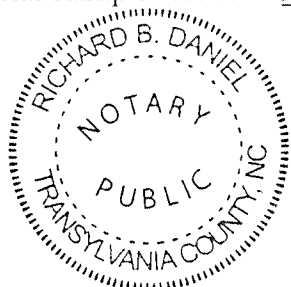
LEDER-SPARLIN ENTERPRISES, LLC

By: _____ (SEAL)
Joshua D. Leder, Manager

STATE OF North Carolina
COUNTY OF Transylvania

I, Richard B. Daniel, the undersigned Notary Public of the County and State aforesaid, certify that Joshua D. Leder, Manager of Leder-Sparlin Enterprises, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

Witness my hand and notarial stamp of seal this 20th day of October, 2020.



Richard B. Daniel
Notary Public

My Commission Expires: July 4, 2024

Colin Campbell (SEAL)
Colin Campbell

Jennifer Campbell (SEAL)
Jennifer Campbell

STATE OF Florida
COUNTY OF Palm Beach

I, Tracy Vultaggio, the undersigned Notary Public of the County and State aforesaid, certify that Colin Campbell and Jennifer Campbell, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

Witness my hand and notarial stamp of seal this 22 day of October, 2020.

Tracy Vultaggio
Notary Public

My Commission Expires: 8/27/23

