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Workflow# 0000501614-0001  
Buncombe County, NC  
Drew Reisinger Register of Deeds

BK 5732 PG 544-550

## PRIVATE ROAD MAINTENANCE AGREEMENT

This Agreement made this original date of December 24, 2018, applicable to the undersigned parcel owners and users, their successors in interest, heirs, and assigns, as of the date of their signing.

**WHEREAS**, Wandering Ridge Road and Winding Ridge Road are private roads situated in Highrock Acres, Black Mountain, Buncombe County, North Carolina, and

**WHEREAS**, the undersigned parcel owners are the owners or users of said roads, and

**WHEREAS**, the parties desire to enter into an Agreement regarding the nature and the costs, including cost-sharing and other obligations, of any such maintenance and improvements, and to further define the extent of any such maintenance and improvement, and

**WHEREAS**, it is intended and agreed that future parcel owners or users may add their signatures to this document and thereby be bound by its terms and conditions;

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Vehicle and Pedestrian Access Easement.** The roads shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles, provided that said Easement shall not be surcharged or overburdened by excessive use beyond the scope of customary usage.

Ret to Jackie Tatelman, Po Box 1596, Black Mountain  
NC, 28711

2. **Utility Easement.** The roads shall be subject to a perpetual nonexclusive utility easement for the purpose of permitting above and below ground utilities to be installed and maintained.
3. **Road Maintenance.** Road maintenance and improvements will be undertaken and made whenever necessary to maintain the roads in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners shall be required for any substantial road improvements.
4. **Cost Sharing.** Road maintenance, snowplowing, and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-cited roads. Unless agreed otherwise, each parcel's owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the private roads to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. A majority of parcel owners may decide on a different formula at any time, provided a vote is taken
5. **Future parcels.** It is the intent of this Agreement that any future parcels gaining access to the private roads shall be subject to this Agreement.
6. **Snow Plowing.** The private roads shall be snowplowed so as to permit year-round access. Costs shall be shared as in Paragraph 4 herein, but only to the extent that the road is used by the parcel owners during the winter months.
7. **Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land.
8. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
9. **Amendment.** This Agreement may be amended by a majority consent of all parcel owners.
10. **Enforcement.** This Agreement may be enforced by a majority of parcel owners. If court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails. Prior to any legal action, the parties agree to attempt informal alternative dispute resolution such as mediation.
11. **Governing Law.** This Agreement shall be bound and interpreted by the laws of the State of North Carolina.

12. **Effective Date.** The effective date of this Agreement shall be the date signed by the parties, and each party shall be bound as of the date of his or her signature.

13. **Multiple Copies.** This Agreement may be signed in multiple copies.

14. **Recordation.** This Agreement may be recorded at the Buncombe County Registry of Deeds. Additional parties may sign this Agreement subsequent to filing without the requirement or necessity that there additional signatures be recorded.

First dated this 24 day of December, 2018

Buncombe County, NC SS:

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Bernard Cordts  
Parcel Owner,

[Signature]  
Barbara Cordts  
Parcel Owner,

[Signature]  
Barbara Callaway  
Parcel Owner,

[Signature]  
Larry Oliver  
Parcel Owner,

[Signature]  
Mary B. Scott  
Parcel Owner,

[Signature]  
Peter Crawford  
Parcel Owner,

Peter Crawford  
Witness, [Signature]

Jane T...  
Witness

[Signature]  
Witness

[Signature]  
Witness

Nancy Pope  
Witness

Nancy Pope  
Witness

Nancy Pope  
Witness

Nancy Pope  
Witness

\_\_\_\_\_  
Witness

Mary Crawford  
Parcel Owner, Mary Crawford

Gary Tapp  
Parcel Owner, Gary Tapp

[Signature]  
Parcel Owner, Stephanie Sipp

[Signature]  
Parcel Owner, Cheryl Taylor

Charles F. Morgan  
Parcel Owner, Charles F. Morgan

[Signature]  
Parcel Owner, Ty Nemceky

[Signature]  
Parcel Owner, Luke Mc Dermott

[Signature]  
Parcel Owner, Laura A. Newman

\_\_\_\_\_  
Parcel Owner,

Nancy Pope  
Witness

Doug Brode  
Parcel Owner,

Lauren Brooks  
Witness

David Brooks  
Parcel Owner,

Deni Brook  
Witness

Darlene Brooks  
Parcel Owner,

William Carl  
Witness

Richard Anderson  
Parcel Owner,

[Signature]  
Witness

Daniel Thorpe  
Parcel Owner,

Nancy Pope  
Witness

Anne Beck  
Parcel Owner,

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parcel Owner,

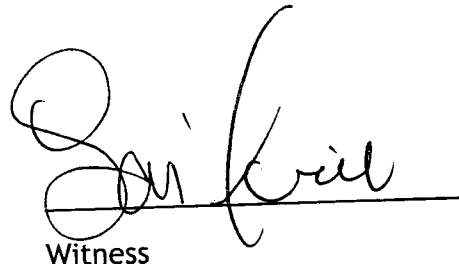
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parcel Owner,

\_\_\_\_\_  
Witness


\_\_\_\_\_  
Parcel Owner,

Additional Signatures Private Road Maintenance Agreement for Wandering Ridge Rd  
and Winding Ridge Rd



A handwritten signature in cursive script, appearing to read "Tom Will", written over a horizontal line.

Witness



A handwritten signature in cursive script, appearing to read "W. Kevin Hudson", written over a horizontal line.

Parcel Owner,

W. Kevin Hudson

Richard [Signature]  
Witness

Nancy J. Pope  
Nancy J. Pope  
Parcel Owner,

Gay M. Starnis  
Witness

Jacklyn G. Tatelman  
Jacklyn G. Tatelman  
Parcel Owner,

December 26, 2018  
Black Mountain, NC  
Buncombe County

I, Stacy L. Ogle, a Notary Public for said County and State, do hereby certify that Jacklyn Tatelman, Nancy Pope personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 26 day of December 2018

Stacy L. Ogle

(Official Seal) Notary Public

Stacy L. Ogle  
Printed Name

My commission expires 5/29/2021

