

Prepared by Marc Meister, Attorney at Law
Return to: Phillip C. Price, Attorney at Law Box 32

JOINT ROAD MAINTENANCE AGREEMENT

This Joint Road Maintenance Agreement (hereinafter "Agreement") is hereby executed this 18 day of February, 2012, by and between: Phillip M. Casey and Laura P. Casey, husband and wife, who are the titled owners of Lot No. 10A, Section III, as shown on a plat of The Forest Subdivision, which said plat is recorded in the Office of the Register of Deeds for Buncombe County in Plat Book 58, at Page 15, lying in Beaverdam Township of Buncombe County, North Carolina, with Parcel Identifier No. 9751.17-10-4813, otherwise known as 156 Black Oak Drive in Asheville, North Carolina 28804, and Stephanie Pope Hanzlik and John E. Hanzlik, wife and husband, who are the titled owners of Lot No. 11, Section III, as shown on a plat of The Forest Subdivision, which said plat is recorded in the Office of the Register of Deeds for Buncombe County in Plat Book 58, at Page 15, with Parcel Identifier No. 9751.11.5093-00000, otherwise known as 158 Black Oak Drive, Asheville, North Carolina 28804.

WHEREAS, each party hereto on behalf of himself or herself, and respective heirs, successors or assigns, wishes to contract for perpetual maintenance of the concrete driveway and right-of-way as shown on that plat recorded in Plat Book 58, at Page 15 and as relocated and described in Book 2976 at Page 612, of the Buncombe County, NC Register's Office.

NOW, THEREFORE, in consideration of the mutual promises contained herein, each party agrees, as follows:

1. **MAINTENANCE.** The parties shall maintain and repair the existing concrete driveway and right-of-way. All parties shall share equally in the expenses for normal maintenance and repair. No expense shall be incurred by any party without unanimous consent of all other parties hereto. Such consent shall be in writing, signed by all parties, with a copy delivered to each party.

2. **PAYMENT.** The cost for agreed maintenance and repair shall be borne and shared equally by the owners of the parcels having equal access therefrom. In the consent to repair, the parties shall designate a party to be the agent for contracting or undertaking the agreed repair or maintenance and to collect each party's share of the cost thereof.

3. **SUCCESSORS IN INTEREST.** This Agreement is binding on the heirs, assigns and successors in interest of the parties.

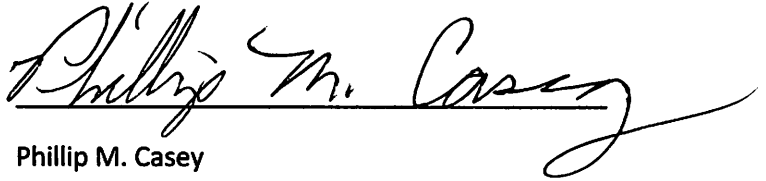
4. **UNDERGROUND UTILITY REPAIRS.** Whenever changes to or emergency repairs are required to the underground servicing systems (gas, water, electricity, sewer, cable, and phone) that require breaking the surface Of the concrete driveway to conduct repair or change, the property owner and other parties having service systems within the easement area shall be notified immediately. The method used to expose the service system for change or repair shall be agreed to by the property owner prior to initiation.

5. **DAMAGE.** It is also understood and agreed that if the owner of a parcel having access over this concrete driveway damages or disturbs the surface of the concrete driveway (other than through normal automobile and service ingress and egress), then he/she shall be responsible to immediately restore the concrete driveway surface to as nearly as possible the condition in which it existed prior to being disturbed.

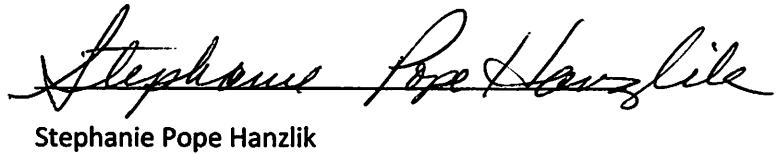
6. **UNPAID COSTS OR UNREPAIRED DAMAGE TO BE A LIEN ON LAND.** In the event a party does not pay his or her pro-rata share on costs within thirty (30) days after it is requested or a party responsible for damage to the concrete driveway does not immediately correct the damage, then the remaining party shall be entitled to claim a lien against the non-paying or non-performing party's parcel of property, and to bring suit for such costs incurred thereby.

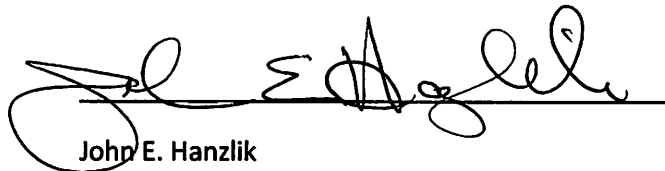
7. **CONDITION OF THE CONCRETE DRIVEWAY.** The parties hereto acknowledge that the concrete driveway is in satisfactory condition as of the date of signing this Agreement. The concrete driveway will not be widened without the unanimous consent of both parties.

IN WITNESS WHEREOF, Phillip M. Casey, Laura P. Casey, Stephanie Pope Hanzlik and John E. Hanzlik have hereunto set their hands the day and year first above written.


Phillip M. Casey


Laura P. Casey

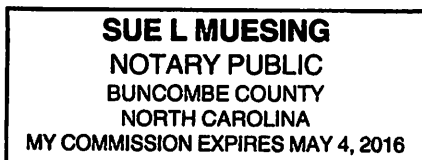

Stephanie Pope Hanzlik

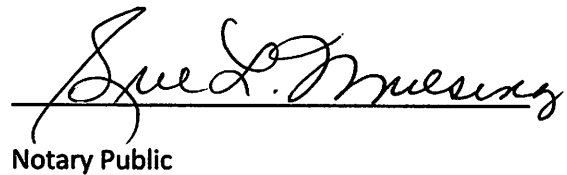

John E. Hanzlik

North Carolina, Buncombe County.

I, a Notary Public of the County and State aforesaid, certify that Phillip M. Casey, Laura P. Casey, Stephanie Pope Hanzlik and John E. Hanzlik, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and seal this 18th day of February, 2012.

My commission expires: 5-4-2016




Notary Public

Sue L. Muesing
Printed Name of Notary Public