

Prepared by :
Return after recording to:

Jordan Price Law Offices
208 Forest Oaks Drive, Clayton, NC 27527

STATE OF NORTH CAROLINA

**ROAD MAINTENANCE AGREEMENT
FOR MERIFIELD SUBDIVISION**

JOHNSTON COUNTY

The undersigned, **Merifield Partners, LLC**, a North Carolina limited liability company (“Developer”) and **JSJ Builders, Inc.**, a North Carolina Corporation, (“Builder”), hereby collectively shall be known as “Owners” of the streets and rights-of-way located in the Merifield Subdivision, (“Subdivision”). Subdivision contains (17) seventeen residential building lots all being purchased by Builder, together with public rights-of-way as shown on a plat of survey entitled “*Subdivision Plat of Merifield Subdivision*”, recorded in Book of Maps **85**, pages **112 – 115**, Johnston County, North Carolina, Register of Deeds. Owners hereby collectively certify that the streets in the Subdivision shall be constructed and privately maintained as designed and shown on said referenced plat map as a public right-of-way, until such time as they are approved and accepted for public maintenance by the North Carolina Department of Transportation (“NCDOT”), under the following terms:

W I T N E S S E T H

NOW, THEREFORE, as of the date of this Agreement, Developer has constructed the streets within the Subdivision according to the construction plans and specs issued and approved by the North Carolina Department of Transportation “NCDOT”, as acknowledged by NCDOT through the issuance to ~~Developer of their construction Built to Standards Letter, dated November 15, 2017 and attached hereto~~ by reference. Developer shall remain responsible for working with NCDOT, as applicable, to get all streets within Subdivision accepted by NCDOT for public maintenance at the appropriate time. However, the streets may not be eligible to be turned over to NCDOT for public maintenance until such time as there are a sufficient number of occupied homes in Subdivision on each street section to meet NCDOT’s requirements for street public maintenance acceptance.

THEREFORE, Developer shall warrant the streets against defective materials and/or initial installation workmanship, for a (24) twenty-four calendar month period from the recording of the subdivision Plat Map OR such time as the streets in Subdivision are accepted by NCDOT for public maintenance – whichever shall occur first (1st). However, should Builder not complete a sufficient number of occupied homes in Subdivision within this (24) twenty-four calendar month warranty period as defined herein, then Builder shall automatically, without any further action by Developer, become solely

and completely responsible for turning streets over to NCDOT for public maintenance at whatever time in the future that Builder shall so choose and Developer shall have no further related liabilities or obligations. After Builder's purchase of any lot(s) in Subdivision, Builder shall be responsible for any/all maintenance of any/all erosion control measures established by Johnston County on each lot and/or open space within Subdivision, maintenance of any/all street ditches and shoulders in front of all lots owned by Builder and Builder shall be responsible for any/all repairs (materials and labor) associated with any damages done during home construction to street surfaces, intersection corners, street shoulders, and/or ditches, as well as, any water meter boxes, fire hydrants, septic soils on any lot, lot survey irons or stakes, or street signs that may be caused by Builder or Builder's subcontractors, material suppliers, employees, agents, and/or representatives, before and/or after Builder's purchase of any lot(s) within Subdivision.

IN WITNESS WHEREOF, Developer and Builder have each caused this Road Maintenance Agreement for Merifield Subdivision to be signed in their corporate names by duly authorized officers, as of the date set forth in the notary acknowledgment below.



MERIFIELD PARTNERS, LLC

By: _____
Its: Manager Member

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Hoke

I, McKenzie L Shannon, a Notary Public of the County and State aforesaid, certify that Jason S. Johnson of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his signature and that he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 28 day of February, 2018.

McKenzie L Shannon
Notary Public

McKenzie L Shannon
Printed Name

My Commission Expires: 08/30/2022



JSJ BUILDERS, INC.

By: [Signature]
Name : Jason S. Johnson
Its: President

STATE OF NORTH CAROLINA

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[Signature]
Notary Public
McKenzie L Shannon
Printed Name

My Commission Expires: 08/30/2022