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Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 2063 PG 878-894

Prepared by and return to: James C. Wrenn, Jr., Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP, P.O. Box 2611, Raleigh, NC 27602

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

**SUBDIVISION IMPROVEMENTS MAINTENANCE AGREEMENT &
ACKNOWLEDGMENT OF OBLIGATION TO PROVIDE STREETS DISCLOSURE
STATEMENT**

THIS SUBDIVISION IMPROVEMENTS MAINTENANCE AGREEMENT (this "Agreement") is made as of the date of last execution by the parties as indicated below by and between **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and **LAWRENCE ROAD, LLC**, a North Carolina limited liability company (hereinafter referred to as the "Subdivider") and provides as follows:

WITNESSETH:

WHEREAS, this Agreement is intended to ensure that roads that are or are to be dedicated to the public are properly maintained, free from defects, between the time of their construction and the time of formal acceptance for maintenance by the North Carolina Department of Transportation ("NCDOT");

WHEREAS, this Agreement is not executed for the benefit of persons providing services or material to the subdivision, or for the benefit of persons buying lots or homes in the subdivision, or other possible third-party beneficiaries.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term: This Agreement shall remain in effect for ten (10) years or until such time as the NCDOT or a municipality assumes formal, legal responsibility for maintenance of the

roads, whichever is earlier. The County may automatically renew this Agreement for subsequent terms of ten (10) years each by providing written notice to the Subdivider prior to the expiration of the then current term. Any renewal of this Agreement shall be upon all the terms and conditions set forth in this Agreement and any amendments to this Agreement.

2. Subdivision: This Agreement applies to the subdivision property shown on that certain plat entitled "Final Subdivision Plat of: Tennyson", prepared by Puckett Surveyors, PLLC, Professional Land Surveyors, dated December 1, 2025 and recorded in Plat Book 56, Page 13, Granville County Registry (all of said property shall collectively be known in the future as "Tennyson", hereinafter the "Subdivision Property").

3. Improvements and Standards: The Subdivider will maintain, at its own expense, all required public road improvements including, but not limited to, grading, ditching, culverts, stone base, asphalt, seeding, drainage improvements, and sedimentation and erosion control improvements (the "Improvements") to the standards required by Chapter 32, Article XVII, Division 2 and Chapter 32, Article XI, Division 2 of the Granville County, North Carolina Code of Ordinances (the "Code") until such time as the NCDOT or a municipality assumes formal, legal responsibility for maintenance of the Improvements. This obligation to maintain requires the Subdivider to correct any deterioration of, or defect in, the Improvements that arises and to remove all temporary erosion and sedimentation control measures. Further, the Subdivider shall comply with additional improvement measures, should the occasion arise, as specified by the County. The Subdivider hereby grants the County and NCDOT, and their respective successors, assigns, agents, contractors, and employees, a nonexclusive right to enter the Subdivision Property for the purposes of inspecting the Improvements.

4. Administrative Fee: The Subdivider will pay the County, at the time of execution signified below, an administrative fee in the amount of \$400 to cover the County's cost in administering the provisions of this Agreement. This administrative fee shall also be assessed on any renewal of this Agreement prior to the expiration date of the then current term.

5. Events of Default: The following conditions, occurrences, omissions or actions will constitute a default by the Subdivider:

- a. Subdivider's failure to have any road in the Subdivision accepted by NCDOT for addition to the State-maintained road system within one (1) year of the Subdivider becoming eligible based upon any build out requirements to petition for the addition of the road into the State-maintained road system;
- b. Subdivider's insolvency, the appointment of a receiver for the Subdivider, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Subdivider;
- c. Foreclosure of any lien against the Subdivision Property or a portion of the property, or assignment or conveyance of the Subdivision Property in lieu of foreclosure; or

- d. Within ten (10) days after any appointment of a receiver for the Subdivider, filing of a bankruptcy petition respecting the Subdivider, foreclosure against the Subdivision Property, or conveyance of the Subdivision Property in lieu of foreclosure, the Subdivider will give the County written notice of such event.

6. Notice of Default: If any of the conditions of default set out above exist, the County may give the Subdivider written notice of default unless the public road improvements have been accepted into the State-maintained road system. The County need not provide any further notice before declaring a default except as set out in this Section 6.

7. County's Remedies Upon Default: The County shall have the right to pursue all remedies set out below and all remedies available under the law specifically including, but in no way limited to, the following:

- a. The County may proceed under the terms of any performance surety in favor of the County posted by the Subdivider pursuant to the Code or other applicable law or contractual requirement;
- b. The parties agree that the County will be entitled to seek damages in the amount of the Improvements necessary to bring the road(s) up to the standards required by the Code and NCDOT. The damages shall be determined based upon an assessment of probable cost prepared by an engineer retained by the County. The County will have the right to release said damages to a Homeowners Association ("HOA") duly constituted under the laws of North Carolina for the subdivision, if such an HOA exists, upon the HOA's meeting of certain conditions specified by the County, for the HOA to use to correct, or to arrange for the correction of, any deterioration of, or defect in, the improvements and to maintain them until all public road improvements are added to the State maintained road system;
- c. The damages described above shall not be considered a penalty but as a fair and reasonable estimate of the amount of damages likely to be incurred by the County if the Improvements herein described are not completed in accordance with the terms and purpose of this Agreement. The parties recognize and agree that the actual amount of damages would be difficult or impossible to ascertain; and
- d. In addition to the damages described above, the County shall be entitled to any or all of the Enforcement powers set out in Chapter 32, Article XVII, Division 7 of the Code and any other rights or remedies available under applicable law.

8. Indemnification: The Subdivider expressly agrees to indemnify and hold the County harmless from and against any claims, cost, and liability for injury or damage received or

sustained by any person or entity in connection with work performed under this Agreement. The Subdivider further agrees to protect and defend the County if the County is named as a defendant in an action concerning work performed under this Agreement except where the action is brought by the Subdivider. The Subdivider is not an agent or employee of the County.

9. No Waiver: No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will it constitute a continuing waiver, unless expressly provided for by a written amendment to this Agreement. Nor will any waiver of any default under this Agreement constitute a waiver of any subsequent default of defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Subdivider. The County's exercise of any right under this Agreement will not relieve the Subdivider from any obligation to maintain the Improvements under the County's Unified Development Ordinance and will not constitute a waiver of the County's right to exercise any enforcement action under those ordinances.

10. Amendment or Modification: The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County by the County Manager (or his or her designee) and by the Subdivider (or the Subdivider's authorized officer). An amendment or modification must be properly notarized before it is effective.

11. Attorney's Fees: Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, will be entitled to costs - including reasonable attorney's fees and expert witness fees - from the opposing party.

12. Third Party Rights: No person or entity not a party to this Agreement will have any right of action under this Agreement.

13. Scope: This Agreement constitutes the entire agreement between the parties, and no statement, promise, or inducement not contained in this Agreement will be binding on the parties.

14. Severability: If the courts hold any part of this Agreement to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, and the rights of the parties will be construed as if the part was never a part of the Agreement.

15. Notice: Any notice required by this Agreement will be considered effective when personally delivered in writing, or three days after being deposited with the U.S. Postal Service, postage prepaid.

COUNTY: Granyville County
Attn: Drew Cummings, County Manager
P.O. Box 906 (mail)
104 Belle St. (delivery)
Oxford, NC 27565

With a copy to: James C. Wrenn, Jr.
Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.
150 Fayetteville St., Suite 2800
Raleigh, NC 27601 (delivery)
P.O. Box 2611
Raleigh, NC 27602 (mail)

SUBDIVIDER: Lawrence Road, L.L.C.
Attn: Robert Wayne Bailey, Sr., Manager
10931 Stickland Road, Ste. 111
Raleigh, NC 27615

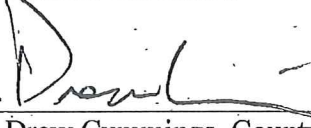
16. Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign, governmental or public official immunities under state law.

THE SUBDIVIDER UNDERSTANDS AND ACKNOWLEDGES THAT IT IS JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, AT ITS OWN EXPENSE, OF ALL REQUIRED IMPROVEMENTS TO THE STANDARDS REQUIRED BY THE CODE UNTIL SUCH TIME AS THE NCDOT OR A MUNICIPALITY ASSUMES FORMAL, LEGAL RESPONSIBILITY FOR MAINTENANCE OF THE IMPROVEMENTS. THE UNDERSIGNED SUBDIVIDER FURTHER ACKNOWLEDGES THAT IT WILL PROVIDE EACH PROSPECTIVE BUYER OF ANY LOT SHOWN ON THE RECORD PLAT WITH (1) WRITTEN DISCLOSURE OF THE SUBDIVIDER'S RESPONSIBILITY FOR MAINTAINING THE REQUIRED IMPROVEMENTS AS SET OUT IN THE CODE AND (2) THE PROVISIONS OF THE CODE PROHIBITING THE ISSUANCE OF BUILDING PERMITS UNTIL SUCH TIME AS (I) THE SUBDIVIDER HAS ENTERED INTO A MAINTENANCE AGREEMENT WITH THE COUNTY OR (II) THE NCDOT OR A MUNICIPALITY HAS ACCEPTED ANY PUBLIC ROAD IMPROVEMENTS FOR MAINTENANCE.

17. SUBDIVISION STREET DISCLOSURE STATEMENT. SUBDIVIDER EXPRESSLY ACKNOWLEDGES ITS RESPONSIBILITY AND OBLIGATION TO PROVIDE A SUBDIVISION STREETS DISCLOSURE STATEMENT IN ACCORDANCE WITH AND AS REQUIRED BY NORTH CAROLINA GENERAL STATUTE 136-102.6(f). THE SUBDIVISION STREETS DISCLOSURE STATEMENT SHALL BE PREPARED, EXECUTED, AND PROVIDED STRICTLY IN ACCORDANCE WITH G.S. 136-102.6(f) AND MAY BE SUBSTANTIALLY IN THE FORM ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A OR AS MAY OTHERWISE BE REQUIRED UNDER APPLICABLE LAW.

[SIGNATURE PAGE FOLLOWS]

GRANVILLE COUNTY

By: 
Drew Cummings, County Manager

Date: 3/13/26

LAWRENCE ROAD, LLC

By: 

Date: _____

With a copy to: James C. Wrenn, Jr.
Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P
150 Fayetteville St., Suite 2800
Raleigh, NC 27601 (delivery)
P.O. Box 2611
Raleigh, NC 27602 (mail)

SUBDIVIDER: Lawrence Road, LLC
Attn: Robert Wayne Bailey, Sr., Manager
10931 Stickland Road, Ste. 111
Raleigh, NC 27615

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[SIGNATURE PAGE FOLLOWS]

GRANVILLE COUNTY

By: _____
Drew Cummings, County Manager

Date: _____

LAWRENCE ROAD, LLC

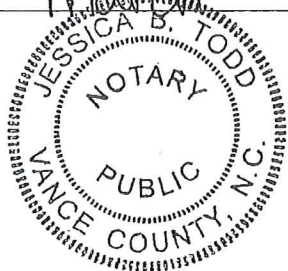
By: *Julianna Wright, Mgr.*
Julianna Wright, Manager

Date: 3/12/2026

STATE OF NORTH CAROLINA, COUNTY OF GRANVILLE

I, the undersigned Notary Public in and for the County of Granville and State of North Carolina, do hereby certify that **Drew Cummings**, either ☒ personally known by me or ☐ proven by satisfactory evidence (said evidence being _____), personally came before me this day and acknowledged that he is the **County Manager to Granville County, a body politic and corporate of the State of North Carolina**, and that by authority duly given and as the act of said body politic and corporate, the foregoing instrument was signed in its name by its County Manager on behalf of and as an act of the County of Granville, a body politic and corporate of the State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 13th day of March, 2026.



Jessica B. Todd
 Notary Public
Jessica B. Todd
 Printed or Typed Name
 My commission expires: December 11, 2029

STATE OF NORTH CAROLINA, COUNTY OF _____

I, the undersigned Notary Public of the County and State aforesaid, certify that **Robert Wayne Bailey, Sr.**, either ☐ being personally known to me or ☐ proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that he is Manager of **Lawrence Road, LLC**, and that as Manager, being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of the company for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2026.

 Notary Public

 Printed or Typed Name
 My commission expires: _____

EXHIBIT "A"

[FORM STREET DISCLOSURE STATEMENT]

STATE OF NORTH CAROLINA, COUNTY OF GRANVILLE

I, the undersigned Notary Public in and for the County of Granville and State of North Carolina, do hereby certify that **Drew Cummings**, either ☐ personally known by me or ☐ proven by satisfactory evidence (said evidence being _____), personally came before me this day and acknowledged that he is the **County Manager to Granville County, a body politic and corporate of the State of North Carolina**, and that by authority duly given and as the act of said body politic and corporate, the foregoing instrument was signed in its name by its County Manager on behalf of and as an act of the County of Granville, a body politic and corporate of the State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 202__.

Notary Public

Printed or Typed Name

My commission expires: _____

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that **Julianna Wright**, either ☒ being personally known to me or ☐ proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that she is Manager of **Lawrence Road, LLC**, and that as Manager, being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of the company for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 12 day of March, 2026.



Johanna K. Taylor
Notary Public

JOHANNA K. TAYLOR

Printed or Typed Name

My commission expires: 12/01/2030

EXHIBIT "A"

[FORM STREET DISCLOSURE STATEMENT]