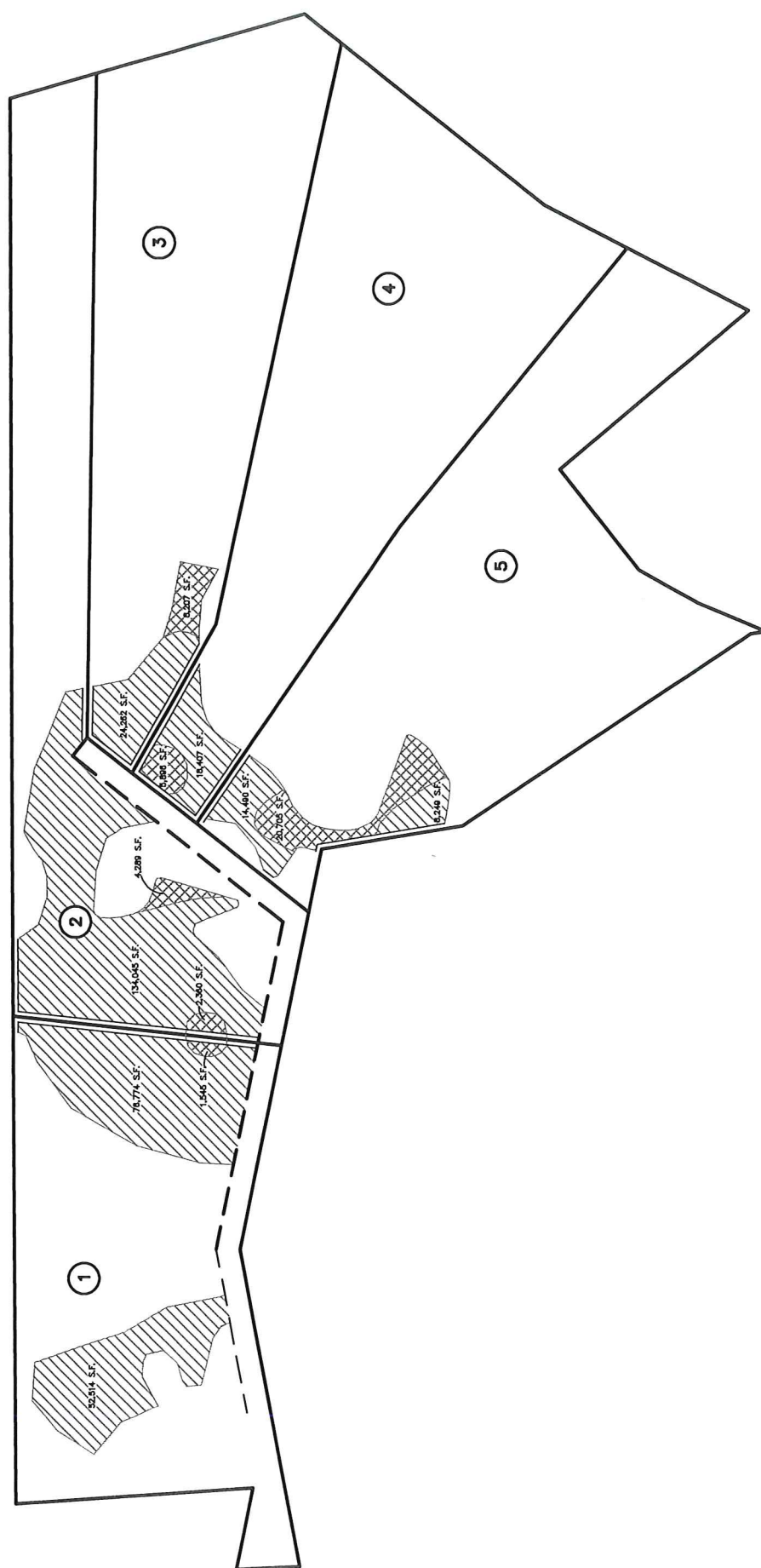
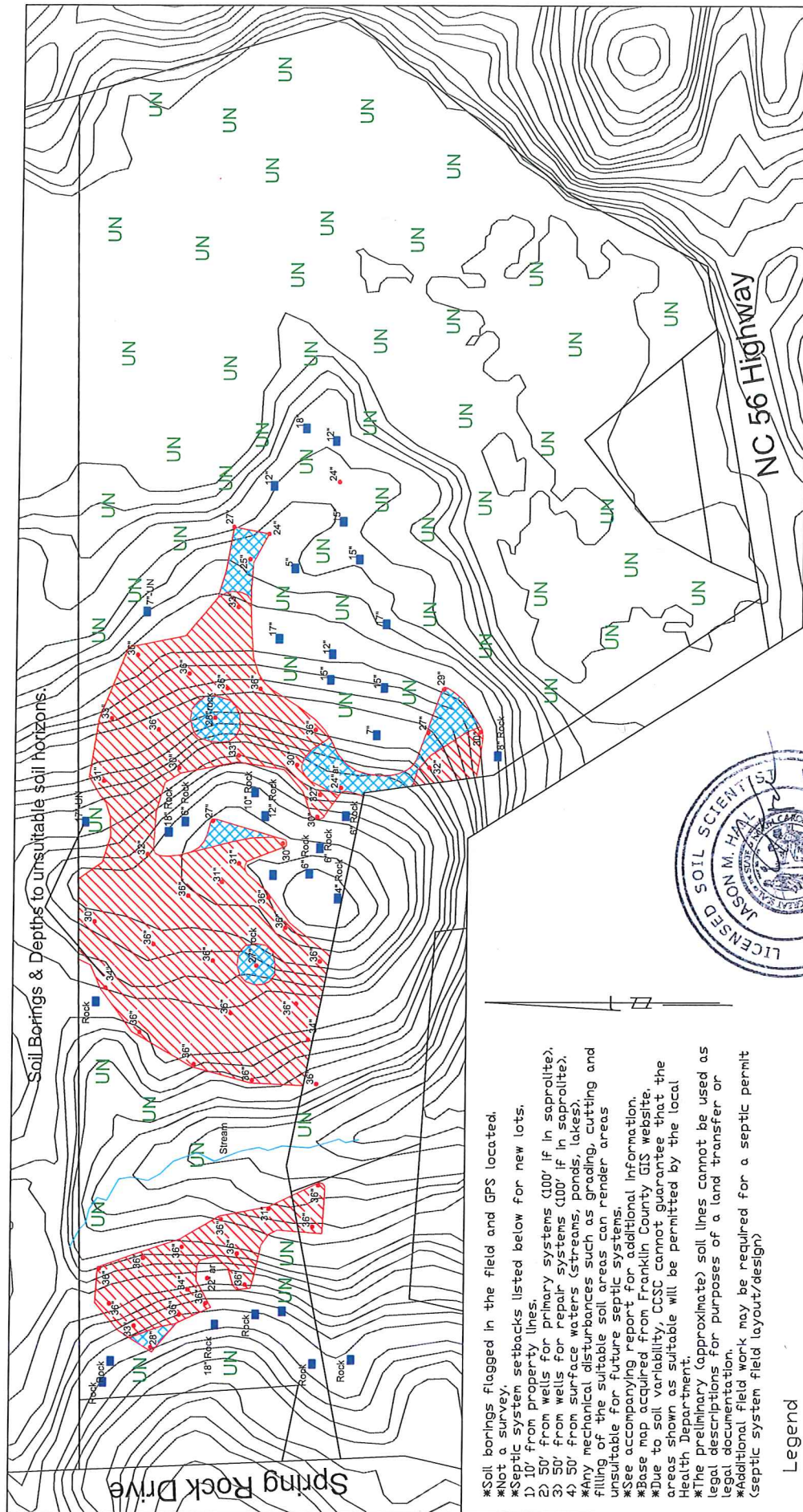
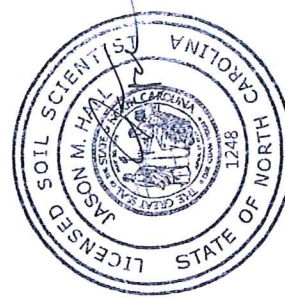






GRAPHIC SCALE
1" = 200'



Legend



Areas contain soils with 30 inches or more of provisionally usable material and have potential for conventional or modified conventional septic systems. There will be inclusions of soils in these areas that may only be suitable for LPP septic systems.



Areas contain soils with 24 to 29 inches or more of provisionally usable material and have potential for conventional or modified conventional septic systems. These areas will contain areas of soil with greater than 30 inches of suitable soil material that can be used for conventional septic systems.

UN

Areas unsuitable for septic.

- *Soil borings flagged in the field and GPS located.
- *Not a survey.
- *Septic system setbacks listed below for new lots,
 - 1) 10' from property lines.
 - 2) 50' from wells for primary systems (100' if in saprolite).
 - 3) 50' from wells for repair systems (100' if in saprolite).
 - 4) 50' from surface water bodies (streams, ponds, lakes).
- *Any mechanical disturbances such as grading, cutting and filling of the suitable soil areas can render areas unsuitable for future septic systems.
- *See accompanying report for additional information.
- *Base map acquired from Franklin County GIS website.
- *Due to soil variability, CCSC cannot guarantee that the areas shown as suitable will be permitted by the local Health Department.
- *The preliminary (approximate) soil lines cannot be used as legal descriptions for purposes of a land transfer or legal documentation.
- *Additional field work may be required for a septic permit (septic system field layout/design)

Central Carolina Soil Consulting, PLLC
1900 South Main Street, Suite 110
Wake Forest, North Carolina 27587
Phone (919)569-6704 Fax (919)569-6703

Preliminary Soils Evaluation
~53 Acres
Spring Rock Drive
Franklin County, North Carolina

Job#: 4694

Drawn By: JR

Date: 08/15/2024

PIN: 2834-59-9565



Doc No 10098715
Recorded 04/04/2025 12 49 51 PM
Fee Amt \$26 00 Page 1 of 2

Franklin County North Carolina
Brandi S Brinson, Register of Deeds
BK **2393** PG **429 - 430 (2)**

North Carolina
Franklin County

For
Cypress Creek Drive

Private Road Maintenance
Agreement

THIS AGREEMENT, made and entered into this 14 day of March, 2025 by Abiel, LLC being the owner of those Parcels of land located on Cypress Creek Drive and being more particularly described on Map 2024 Page 380 , Franklin County Registry do hereby agree and covenant with all person, firms, or corporations, now owning and hereafter acquiring any of the area included within the above referenced land, that all are hereby subjected to the following road maintenance agreement, running with said properties by whomsoever owned, to wit:

- (1) Cypress Creek Drive as shown on the map described above shall be a private street which+2 is dedicated for the use of all owners of tracts adjoining Cypress Creek Drive and the general public.
- (2) There is hereby created a Property Owner's Association for the purpose of maintaining the road shown on the map as well as establishing rules establishing speed limits.
- (3) Each owner of a lot abutting one of these streets shall be a member of the Property Owner's Association and shall be entitled to one vote per recorded tract owned at the annual meeting of such association to be held on the second Tuesday of September of each year, commencing in year 2025. At the annual meeting there shall be elected a Board of Directors for the Property Owner's Association consisting of three members and the three members so elected shall be responsible for contracting and providing for the street maintenance and assessing the owners abutting the private street.
- (4) In the event an owner fails to pay his proportionate part of the street maintenance, based on recorded tract owned, the association may enforce such payment through civil action be instituted for such purpose in the General Court of Justice of Franklin County North Carolina.
- (5) The assessment may not exceed \$200 per year per recorded tract unless there is a 2/3 vote of all members.
- (6) That the easement is not constructed to minimum State standards sufficient to allow its inclusion on or to the State highway system for maintenance.
- (7) That this Statement and Declaration is executed and recorded for the express purpose of putting all prospective purchasers of the lots in said property on notice as to the status as an easement, notwithstanding any requirements on the present owner to supply and secure an appropriate acknowledgment of receipt of this Disclosure by any of said lots in the above-described real property

- (8) An affirmative vote of two-thirds (2/3rds) of the lot owners shall be required in order to convert said easement into a public road, all property owners along this easement will sign the plat, dedicating the rights-of-way.

Property Owners

Eugene Mack

Eugene Mack, Managing Member
Abiel, LLC

STATE OF NORTH CAROLINA
COUNTY OF Wake

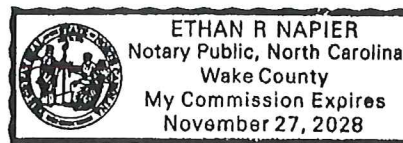
I, Ethan R. Napier, a notary Public for the County of Wake, State of North Carolina, certify that Eugene Mack personally appeared before me this day and acknowledged that he is Member of Abiel, LLC a North Carolina Limited Liability Company and that by authority duly given, and as an act of the partnership, the foregoing instrument was signed in its name by its Partner.

Witness my hand and official stamp or seal, this the 14th day of March, 2025.

Ethan R. Napier

Notary Public

My Commission Expires: 11/27/28



STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of _____

_____, a Notary Public
is certified to be correct. This instrument was presented for registration and filed in this office in Book _____,
Page _____. This _____ day of _____, 20____, at _____ o'clock am/pm.
_____ Register of Deeds By _____

Deputy



Doc No 10098714
Recorded: 04/04/2025 12:49:50 PM
Fee Amt \$26 00 Page 1 of 2

Franklin County North Carolina
Brandi S. Brinson, Register of Deeds
BK 2393 PG 427 - 428 (2)

North Carolina
Franklin County

Protective Covenants for
Exempt Subdivision Plat for Lots 1-5
Spring Rock Road
Book of Maps 2024
Page 380

This Declaration of Restrictive Covenants made this 14 day of March, 2025 by Abiel, LLC
(hereinafter called collectively "Declarants").

WHEREAS DECLARANT is owner of real property shown on Plat Book 2024, Page 380 recorded in the Franklin County Registry and are desirous of subjecting said property to the Protective Covenants hereinafter set below.

NOW THEREFORE, Declarant does hereby declare that the above-described real property located in Franklin County, North Carolina is and shall be held, transferred, sold, and conveyed subject to the following Protective Covenants.

1. All animals and fowl shall be confined to their owner's property. All pens and housing for any animals or fowl shall be regularly cleaning. There shall be no odor or disruptive noise from animals or fowl. No kennels are allowed. Large scale commercial raising of animals or fowl is not allowed. No animals of an aggressive nature shall be allowed. No more than three (3) large dogs shall be allowed.
2. No junked vehicles shall be allowed to remain on any tract nor any junkyards, junk materials or large-scale trade inventories.
3. Communication towers shall be allowed only with the written permission of Declarant.
4. All garbage shall be stored in receptacles which garbage shall be disposed of regularly. No noxious or dangerous materials shall be buried on the property.
5. No loud, obnoxious, repetitious noise shall be allowed, nor anything done that would be an annoyance or nuisance to the other tract owners. No sustained firearm target practice is allowed.
6. No 18-wheeler tractors or trailers or heavy construction equipment shall be parked on the private road.
7. Five feet (5) of space adjoining sidelines and ten (10) feet of space along rear lines shall be reserved for utility easements.
8. Existing trees shall be left uncut for fifteen (15) feet on sidelines and backlines except for reasons of utility installation, disease of trees, or fall impact danger.

These covenants and restrictions are to run with the land and shall be binding on all parties subject to them for a period of twenty (20) years from the date the covenants are recorded in the Office of the Register of Deeds in Franklin County. Covenants shall be extended for successive periods of five years unless an instrument signed by a majority of the owners of the lots has been recorded, said instrument agreeing to change the covenants in whole or in part.

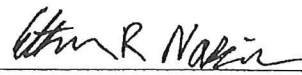
Abiel, LLC
a North Carolina Limited Liability Company


Eugene Mack, Manager Member

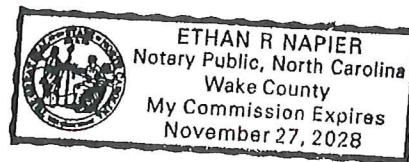
STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that Eugene Mack appeared before me this day and acknowledged that she/he is manager member of Abiel, LLC, a North Carolina Limited Liability Company and that by authority duly given, the foregoing instrument was signed by her in the Company name as the act of the Company.

Witness my hand and official stamp or seal, this the 14th day of March, 2025.


Notary Public

My Commission Expires: 11/27/28



BK 2402 PG 1991 - 2002 (12) DOC# 10102511
This Document eRecorded: 07/23/2025 10:33:46 AM
Fee: \$26.00 Tax: \$0.00
Franklin County, North Carolina
Brandi Smith Brinson, Register of Deeds

Prepared by and return to: The Fife Law Firm, P.A., 8366 Six Forks Road, Suite 104, Raleigh, NC 27615

NORTH CAROLINA

**AMENDED PRIVATE ROAD MAINTENANCE
AGREEMENT**

FRANKLIN COUNTY

THIS AGREEMENT, hereby amends and replaces the Road Maintenance Agreement recorded in Book 1141 Page 980, Franklin County Registry and made and entered into this 5 day of May 2025, by Minnie L. Harris, Christopher Frederick and spouse Christina Frederick, Soto Ramiro Castro, Abiel, LLC and J & L Cottrell, LLC (hereinafter "Owners") being the owners of the property served by a 60 foot Type 1 Private Road as shown on plat recorded in Book 2024 and Page 380, Franklin County Registry and attached hereto as Exhibit "A".

WITNESSETH

WHEREAS, Minnie L. Harris owns the parcel of real estate known as Parcel # 035846 and being described as: See attached Exhibit "A".

WHEREAS, Soto Ramiro Castro, owns the parcel of real estate known as Parcel #033111 and being described as: BEING all of Lot 1A, as shown on map and survey recorded in Plat book 1999, Page 54, Franklin County Registry.

WHEREAS Christopher Frederick and spouse Christina Frederick owns the parcel of real estate known as Parcel # 014023 being described as: BEING all of Lot 1 5.0 acres as shown on Recombination & Exempt Subdivision Plat for Lots 1, 2, & 3 Spring Rock Road, Owner: Christopher Frederick" as recorded in Plat Book 2024 Page 114 Franklin County Registry;

WHEREAS Christopher Frederick and spouse Christina Frederick owns the parcel of real estate known as Parcel # 050160 being described as: BEING all of Lot 2 10.00 acres as shown on "Recombination & Exempt Subdivision Plat for Lots 1, 2, & 3

Spring Rock Road, Owner: Christopher Frederick" as recorded in Plat Book 2024 Page 114 Franklin County Registry;

WHEREAS Abeil LLC owns that parcel of real estate known as Parcel # 050804 described as: BEING all of Lot 1, 2, 3, 4 and 5 containing 53.376 Acres, as shown on "Exempt Subdivision Plat for Lots 1-5, Spring Rock Road, Owner Abiel, LLC said map recorded on December 10, 2024 in Book of Maps 2024, Page 380, Franklin County Registry, reference to which is made for a more particular description.

WHEREAS J & L Cottrell owns that parcel of real estate known as Parcel # 033948 described as: BEING all of that certain 1.5 acre tract or parcel of land designated as Lot 2 on that certain plat recorded in Map Book 2000, Page 164 in the office of the Register of Deeds of Franklin County.

WHEREAS said properties are serviced by a 60 foot Type 1, Private Road right of way gravel drive known as Spring Rock Drive as shown on plat recorded in Plat Book 2024 Page 114 Franklin County Registry, and said private road is not maintained by the North Carolina Department of Transportation;

WHEREAS the Owners hereto and their heirs, successors, and assigns wish to enter into an amended agreement to grant access and share the costs and expenses of maintaining the above describe private road;

NOW THEREFORE, the Owners agree as follows:

TERM. This road maintenance agreement shall remain in full force and effect from the effective date of this agreement until such a time the maintenance of the private road is taken over by the State or in the event the agreement is modified as described herein by the Owners of the property served by said private road. This agreement shall run with the land and be binding on all parties hereto and their heirs, executors, administrators, and assigns including owners of subsequent parcels.

MAINTENANCE AND REPAIRS. All Owners further agree that Owners shall undertake any action necessary to maintain the private road in a reasonably safe passable condition for standard passenger vehicles, including but not limited to, the grading, adding of stone, clearing obstructions, repairing the road surface, cleaning or re-cutting ditches, trimming brush along the roadside, removing snow, unplugging or opening any culverts or drainpipes, and any additional repairs or maintenance necessary to maintain the road in a condition that will allow for the reasonably safe passage by standard passenger vehicles.

TEMPORARY CONSTRUCTION EASEMENT: Each Owner grants to the other Owners a temporary construction easement across the lot owned by said parties for the said maintenance, repair, or improvement of the road as necessary under this agreement.

FUTURE PARCELS: Any additional parcels gaining access to the private road by way of subdividing an existing parcel shall be bound by all terms and condition of this Agreement, and will be required to pay that portion of the maintenance, improvement and emergency repair costs incurred after the split as determining below.

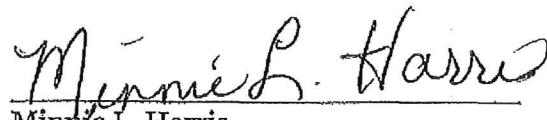
COST SHARING: The Owners agree the expenses for any such maintenance, repair, upkeep or improvement of the Private Road shall be shared equally between all Owners including the new owners of the 53.376 acres of property currently owned by Abeil, LLC currently in the process of being subdivided.

AMENDMENT: This Agreement may be amended by Seventy-Five (75%) consent of all Owners.

FAILURE TO PAY: Failure of one of the Owners to pay their share within thirty (30) days from receipt of a bill for same shall constitute a failure to pay for labor and materials as required under N.C.G.S. 44A-8 et seq., and the other parties shall be entitled to proceed against the nonpaying party to perfect a lien against the tract as provided under N.C.G.S. 44A-8 et seq.

INVALIDITY: Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

This the 5 day of May, 2025.


Minnie L. Harris,

Soto Ramiro Castro

Christopher Frederick

Christina Frederick