

Prepared by: The Brough Law Firm, PLLC, 1526 E. Franklin St., Ste. 200, Chapel Hill, NC 27514.

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NORTH CAROLINA
MOORE COUNTY

RIGHT OF WAY MAINTENANCE AGREEMENT

This **RIGHT OF WAY MAINTENANCE AGREEMENT** (“Agreement”) is made and entered into on the last date executed below, by and between the **TOWN OF ROBBINS**, a North Carolina Municipal Corporation (hereinafter, “Town”), 101 N. Middleton St., Robbins, NC 27325; and **QBA Management, LLC**, a North Carolina limited liability company, 335 Fields Drive, Aberdeen, NC 28315 (hereinafter, the “QBA”). Unless otherwise provided, party will be referred to individually as “Party” and collectively as “Parties.”

W I T N E S S E T H:

WHEREAS, the QBA is the record owners of that certain real property located in the Town of Robbins, Moore County, North Carolina, Moore County being Parcel Identification Number 00009437 and being more particularly described by that certain instrument recorded in Book 6365, Page 553, Moore County Registry (hereinafter, “QBA Property”); and

WHEREAS, the QBA Property fronts along South Broad Street, an unopened Town of Robbins public right-of-way, which said right-of-way is shown on that certain Plat recorded in Map Book 3, Page 35, Moore County Registry. The unopened right-of-way connects to North Frye Street; and

WHEREAS, although the QBA Property has direct frontage along the aforementioned public right-of-way and therefore has “legal access” to and from a public road, the QBA Property is effectively landlocked because the right-of-way has never been opened by the Town; and

WHEREAS, to allow the QBA effective ingress and egress access to and from the QBA Property and North Frye Street, the Town of Robbins Board of Commissioners will consider whether to open the previously unopened right-of-way; and

WHEREAS, in support of the request to open the previously unopened right-of-way QBA will enter into such agreements as are necessary to improve and otherwise maintain the newly opened right-of-way and to relieve the Town of any such responsibility for any future maintenance thereof unless or until the right of way is paved by the Town.

NOW THEREFORE, the Parties hereby incorporate the above recitals into this Agreement, and each in consideration of the promises and undertakings of the other as provided in this Agreement, covenant and agree to the following:

1. **Construction of Road/Driveway.** The parties acknowledge and agree that QBA shall be entitled to construct and improve a driveway within the bounds of the newly opened right-of-way to allow ingress, egress, and utility access to and from North Frye Street and the QBA Property. The QBA shall bear all costs associated with the initial construction and/or improvement of any road or driveway within the newly opened right-of-way.
2. **Maintenance of Road/Driveway.** The parties acknowledge and agree that QBA shall bear all costs associated with the maintenance and/or repair of any road or driveway built within the newly opened right-of-way. QBA further agrees to keep the road/driveway in good repair and condition consistent with applicable State and local law and standards for private roads and driveways.
3. **Nonexclusive Easement.** The Town hereby gives, grants and conveys to the QBA, their heirs, successors and assigns a non-exclusive easement over and across the newly opened right-of-way for the purpose of ingress, egress, regress, and utility access to and from North Frye Street and the QBA Property.
4. **No Barriers.** The parties agree to keep the newly opened right-of-way clear and unobstructed, free from any barriers that would impede or obstruct QBA's use of the right-of-way and easement granted herein. The provision, however, does not obligate the Town to initiate any code enforcement or other action to remove barriers within the right-of-way existing now or in the future.
5. **Indemnification.** QBA hereby agrees to indemnify, save, and hold the Town harmless from any liability arising from the QBA's construction, maintenance and use of the right-of-way and easement granted herein.
6. **Termination.** Should QBA, its heirs, successors or assigns fail to consistently maintain the road/driveway to the standards stated herein, the Town may, at the Town's sole discretion, unilaterally terminate this Agreement through a writing recorded in the Moore County Registry.

7. **Binding Effect.** This Agreement shall be binding on the parties, their heirs, successors and assigns. Furthermore, the easements granted herein by Town to the QBA shall run with the land and inure to the benefit of future owners of the QBA Property, unless such easements are otherwise terminated pursuant to paragraph 6 herein or unless or until the Town paves the right of way..
8. **No Obligation Upon the Board.** Nothing in this Agreement obligates the Robbins Board of Commissioners to open the unopened right-of-way, and the Board may decline to do so if, in its sole discretion and judgment, it would be in the best interest of the Town and the public.
9. **Entire Agreement; Execution:** This Agreement constitutes the entire agreement of the parties and supersedes any prior oral or written agreements or understandings between the parties. The Agreement may be executed in separate parts by the parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES ARE ON THE NEXT PAGE]

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

**The Town of Robbins,
a North Carolina Municipal Corporation**

By: _____ (SEAL)
Clint Mack, Manager

ATTEST:

By: _____ (SEAL)
Jessica Coltrane, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, a Notary Public for the aforesaid State and County, do hereby certify that Clint Mack and Jessica Coltrane, Town Manager and Town Clerk of the Town of Robbins, respectively, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

This the _____ day of September 2025.

[SEAL MUST BE LEGIBLE]

Notary Public
My Commission Expires:

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

QBA Management, LLC

_____(SEAL)
Ronald P. Jackson, Manager

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, a Notary Public for the aforesaid State and County, do hereby certify that Ronald P. Jackson, Manager of QBA Management, LLC personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

This the ____ day of September 2025.

[SEAL MUST BE LEGIBLE]

Notary Public
My Commission Expires: