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Fee Amt: \$26.00 Page 1 of 4
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK **1901** PG **340-343**

Return to: Matthew B. Baldwin, 4009 Graham Sherron Road, Wake Forest, NC 27587.

**STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE**

**DECLARATION OF STORMWATER EASEMENT AND MANAGEMENT,
JOINT USE, AND MAINTENANCE AGREEMENT**

THIS DECLARATION OF STORMWATER EASEMENT AND MANAGEMENT, JOINT USE AND, MAINTENANCE AGREEMENT ("Declaration") is made and entered into this 29th day of April, 2022, by **MATT BALDWIN HOMES, L.L.C.**, a North Carolina limited liability company ("Owner").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of Lot 25 of Merriweather, Phase II, as shown on plat recorded in Plat Book 34, Page 67, Granville County Registry and being one of the lots described in deed recorded at Book 1831, Page 513, Granville County Registry and being further identified as Granville County Tax Map Number 183400015309 and shown on that certain plat by Jack R. Thomason, PLS, dated April 18, 2022 and entitled "Survey for Lots 25 and 26 Merriweather" which plat is recorded at Plat Book 51, Page 68, Granville County Registry (the "Stormwater Plat") (hereafter "Lot 25");

WHEREAS, Owner is the fee simple owner of Lot 26 of Merriweather, Phase II, as shown on plat recorded in Plat Book 34, Page 67, Granville County Registry and being one of the lots described in deed recorded at Book 1831, Page 513, Granville County Registry and being further identified as Granville County Tax Map Number 183400016218 and shown on the above-referenced Stormwater Plat (hereafter "Lot 26");

WHEREAS, Lot 25 and Lot 26 have each exceeded the applicable threshold requirements under the Falls Watershed Stormwater Ordinance ("Ordinance") for their respective lots and thus certain stormwater control devices are required to be installed and maintained;

WHEREAS, Owner has entered into a "Stormwater Facility Operation Agreement; Maintenance and Covenants" with Granville County, which is recorded of record in Book 1401, Page 322 of the Granville County Registry (the "Stormwater Agreement");

WHEREAS, the obligations and requirements set out in the Stormwater Agreement pertain to both Lot 25 and Lot 26; and,

WHEREAS, the undersigned Owner of Lot 25 and Lot 26 desires to set out a written agreement as to the sharing the costs and responsibilities between the respective lots as herein set forth.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner for itself, its successors, and assigns does hereby agree as follows:

1. Owner of Lot 25 will cause to be constructed and installed on Lot 25 those certain stormwater control structures and devices shown on the Stormwater Plat and more particularly described in the Stormwater Agreement described herein and to which reference is hereby made to a more particular description thereof (hereafter the "Stormwater Control Devices").

2. Owner of Lot 25 hereby grants to Owner of Lot 26 a mutual and non-exclusive easement for ingress, egress, and regress over and across Lot 25 for access to and maintenance, inspection, repair, and reconstruction of the Stormwater Control Devices.

3. Owner of Lot 26 hereby grants to Owner of Lot 25 a mutual and non-exclusive easement for ingress, egress, and regress over and across Lot 26 for access to and maintenance, inspection, repair, and reconstruction of the Stormwater Control Devices.

4. Owner of Lot 25 acknowledges and agrees that Owner of Lot 26 is dependent upon the Stormwater Control Devices for compliance with the Ordinance. Therefore, the Stormwater Control Devices may not be removed from Lot 25 without the prior written consent of Owner of Lot 26.

5. Owner of Lot 25 and Owner of Lot 26 agree to share equally in the costs of operation, maintenance, inspection, repair, and reconstruction of the Stormwater Control Devices. Owner of Lot 25 and Owner of Lot 26 also agree to share equally in the costs of operation, maintenance, inspection, repair, and reconstruction of the Stormwater Control Devices. This equal sharing of costs shall be accomplished as follows: Owner of Lot 25 shall have the responsibility of contracting and paying for any necessary costs for the maintenance, inspection, repair, and reconstruction of the Stormwater Control Devices; Owner of Lot 25 shall

provide to Owner of Lot 26 an itemized statement for such costs, along with copies of all invoices; and Owner of Lot 26 shall provide payment of one-half (1/2) of the total amount to the Owner of Lot 25 within fifteen (15) calendar days of receipt of the itemized statement.

6. This Declaration shall be binding upon and inure to the benefit of its successors, and assigns of the Owner of Lot 25 and the Owner of Lot 26.

7. Except as may be explicitly provided in this Agreement, this Agreement is not intended to be for the benefit of any person other than the Owner of Lot 25 and the Owner of Lot 25 and its respective successors, and assigns.

8. This Declaration and the rights and obligations hereunder shall run with the land and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

9. This Declaration shall be recorded with the Granville County Register of Deeds.

10. This Declaration may not be amended without the express written consent of Granville County.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first written above.

OWNER OF LOT 25 & OWNER OF 26

MATT BALDWIN HOMES, L.L.C.

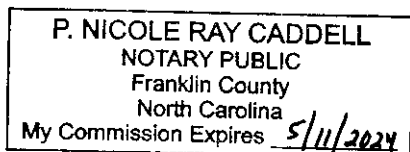
By:  (SEAL)
Matthew B. Baldwin, Manager

STATE OF NORTH CAROLINA, COUNTY OF Franklin

I, the undersigned Notary Public of the County of Franklin and State of North Carolina, certify that Matthew B. Baldwin, 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 the Manager of MATT BALDWIN HOMES, L.L.C., a North Carolina limited liability company, and that he, as Manger being authorized to do so, voluntarily executed the foregoing on behalf of the company for the purposes stated therein.

Witness my hand and notarial seal, this 29 day of April, 2022.

(OFFICIAL SEAL)




Notary Public

P Nicole Ray Caddell
Printed or Typed Name

My commission expires: May 11 2024