

Prepared by and Return to:
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Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP
P.O. Box 278, Oxford, NC 27565

STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

STORMWATER EASEMENT AND MANAGEMENT
JOINT USE, AND MAINTENANCE AGREEMENT

THIS STORMWATER EASEMENT AND MANAGEMENT JOINT USE AND MAINTENANCE AGREEMENT ("Agreement") is made as of this 8th day of August, 2023, by **TLE GROUP, LLC**, a North Carolina Limited Liability Company ("Owner").

WITNESSETH:

WHEREAS, Owner TLE GROUP, LLC is the fee simple owner of certain real property in Brassfield Township, Granville County, North Carolina, that is more particularly described in Deed Book 1928, Page 348, Granville County Registry (the "Property") and which property is more particularly shown on that certain survey and plat by James R. Wilson, Professional Land Surveyor, entitled "Minor Subdivision for Beck Estates" which plat is dated March 22, 2022 and recorded at Plat Book 52, Page 130, Granville County Registry (the "Plat");

WHEREAS, said Plat depicts, *inter alia*, seven (7) lots (the "Lots") and a cemetery containing 0.49 acres;

WHEREAS, stormwater flows across the Lots as shown on said Plat;

WHEREAS, 15A NCAC 02B.0277 entitled "Falls Reservoir Water Supply Nutrient Strategy: Stormwater Management for New Development" and Granville Falls Watershed Stormwater Ordinance for New Development ("the Ordinance") implementing the mandate of 15 NCAC 02B.0277 require that stormwater runoff be controlled and treated for the life of any new development.

NOW THEREFORE, for an 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 will cause to be constructed and installed a Stormwater Control Measure pursuant to plans approved by Granville County within the "Stormwater Control Structure Maintenance & Access Easement" shown on the above-referenced Plat.
2. Owner hereby grants for the benefit of all Lots mutual and non-exclusive easements for ingress, egress and regress over and across Lot 3, Lot 4, Lot 5, and Lot 6 for access to and maintenance, inspection, repair and reconstruction of any approved Stormwater Control Measures and any related conveyances. Further, the Owner hereby grants for the benefit of all Lots the right to convey, and accept the burden and obligation to receive stormwater runoff in, over and across the Stormwater Control Structure Maintenance & Access Easement. Owner further grants to Granville County mutual and non-exclusive easements for ingress, egress and regress over and across Lot 3, Lot 4, Lot 5, and Lot 6 for access to and maintenance, inspection, repair and reconstruction of any approved Stormwater Control Measures and any related conveyances and for all other stormwater-related or access easement areas shown on the Plat and not specifically referenced herein in the event that Granville County needs to asserts its rights under the terms of this Agreement or asserts its rights to enforce compliance with the terms of its Ordinance.
3. Owner acknowledges and agrees that Owner is dependent upon the Stormwater Control Measure and related conveyances for compliance with the Ordinance. Therefore, the Stormwater Control Measure and related conveyances may not be removed or modified (except for necessary maintenance and/or repair) without the prior written consent of all record owners of the Lots and owners of the Property and Granville County.
4. Owner agrees to share equally in the costs of operation, maintenance, inspection, repair, and reconstruction of the Stormwater Control Structure and any related conveyances. This equal sharing of costs shall be accomplished as follows: The owner of Lot 6 shall have the responsibility of contracting and paying any necessary costs for the maintenance, inspection, repair, and reconstruction of the Stormwater Control Measure and any conveyances; owner of Lot 6 shall provide

to the owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 7 an itemized statement for such costs, along with copies of all invoices, and the owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 7 shall each provide payment of one-seventh (1/7) of the total amount to the owner of Lot 6 within fifteen (15) calendar days of receipt of the itemized statement.

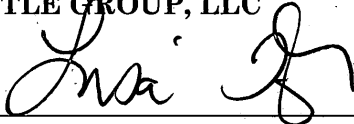
5. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Owner.
6. Except as may be explicitly provided in this Agreement, this Agreement is not intended to be for the benefit of any person other than the Owner and their heirs, successors, and assigns.
7. The rights and obligations of this Agreement are a perpetual servitude and run with and are appurtenant to all Lots described herein.
8. This Agreement shall be recorded with the Granville County Register of Deeds.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO
STORMWATER EASEMENT AND MANAGEMENT
JOINT USE, AND MAINTENANCE AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument
as of the day and year first written above.

TLE GROUP, LLC

By:  (SEAL)
Lisa Taylor, Manager

STATE OF NORTH CAROLINA, COUNTY OF Granville

I, Kristin Gerova, a Notary Public, for the County of Granville, State of
North Carolina do hereby certify that Lisa Taylor, Manager of TLE GROUP, LLC, a
North Carolina Limited Liability Company, personally appeared before me this day
and, for an on behalf of said TLE GROUP, LLC, and being duly authorized
acknowledged the execution of the foregoing instrument on behalf of the company in
its capacity and with the company's authority.

Witness my hand and official stamp or seal this 8 day of Aug, 2023.


NOTARY PUBLIC
My Commission Expires: 6/5/27

