

Prepared by and Return to:
 Michael F. King (Vault Box #123)
 K&L Gates LLP
 P.O. Box 17047
 Raleigh, NC 27619

WAKE COUNTY, NC 82
 CHARLES P. GILLIAM
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 06/20/2017 15:12:56

BOOK:016819 PAGE:01803 - 01810

STATE OF NORTH CAROLINA

ENCROACHMENT AND EASEMENT AGREEMENT

COUNTY OF WAKE

THIS ENCROACHMENT AND EASEMENT AGREEMENT (this "Agreement") shall be effective as of the date of its recordation in the Wake Registry and is made by and between **STANDARD PACIFIC OF THE CAROLINAS, LLC**, a Delaware limited liability company ("Standard Pacific") and **TOWN HALL NORTH HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation (the "HOA").

WITNESSETH:

WHEREAS, Standard Pacific owns that certain tract of property located in Wake County, North Carolina, more particularly identified as Lot 41 as shown on the plat recorded in Book of Maps 2016, Pages 2121-2124, Wake County Registry ("Plat") (the "Standard Pacific Property");

WHEREAS, a drainage easement is located on a portion of the Standard Pacific Property and is more particularly identified as "Variable Width Private Storm Drainage Easement 3,317 Sq. Ft. (Hereby Created)" as shown on the Plat ("Drainage Easement"); and

WHEREAS, the Drainage Easement is a portion of the "Common Area" pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions for Town Hall North recorded in Book 16749, Page 130, Wake County Registry ("Declaration"), which common area is intended for the benefit of the lots subject to the Declaration and subject to maintenance and repair by the HOA; and

WHEREAS, certain patio improvements on the Standard Pacific Property (the "Patio Improvements") encroach into the Drainage Easement as shown on Exhibit A attached hereto and incorporated herein by reference (the "Encroachment"); and

WHEREAS, Standard Pacific and the HOA desire to enter into this Agreement to set forth and agree upon certain rights and obligations relative to the Encroachment.

NOW, THEREFORE, in consideration of the covenants, agreements, promises and consents herein contained, Standard Pacific and the HOA, for themselves, and for their respective successors and assigns, do hereby agree as follows:

1. Consent and Approval. The HOA hereby consents to and approves of the Patio Improvements and the Encroachment and waives any and all actions or claims, if any, first arising prior to the date of this Agreement, that the HOA may have had against Standard Pacific or the Standard Pacific Property arising out of or in any way related to the Patio Improvements or the Encroachment.

2. Easements. The HOA does hereby give, grant and convey unto Standard Pacific, its invitees, agents, successors and assigns, a permanent non-exclusive encroachment easement over, across and upon those certain portions of the Drainage Easement where the Patio Improvements are currently located for the purpose of use and access of the Patio Improvements only, and for the repair, maintenance and replacement of the Patio Improvements as permitted herein.

TO HAVE AND TO HOLD the above granted easement unto Standard Pacific, its successors in title and assigns, forever; it being agreed that the rights and easement hereby granted are appurtenant to and run with the land.

3. Maintenance. Standard Pacific, at its sole cost and expense, hereby covenants and agrees to repair, keep and maintain the Patio Improvements in good structural repair and in a safe, clean and neat condition, so long as the Patio Improvements encroach onto any portion of the Drainage Easement. Though repair and maintenance of the Patio Improvements are required hereunder, Standard Pacific shall not relocate, expand or increase the Encroachment or the Patio Improvements on the Drainage Easement beyond what is shown on Exhibit A. In the event the Patio Improvements are destroyed or otherwise removed from the Standard Pacific Property, the Patio Improvements may be replaced or rebuilt at the sole cost and expense of Standard Pacific, provided the Encroachment and the Patio Improvements shall not be relocated, expanded or increased beyond what is shown on Exhibit A and shall not interfere with the drainage pipe located within the Drainage Easement. Standard Pacific agrees to promptly repair and restore in a good and workmanlike manner any portion of the Drainage Easement disturbed by Standard Pacific or Standard Pacific's agents, employees, contractors or subcontractors in connection with this Agreement, including without limitation, the repair and maintenance obligations set forth herein.

3. Use of the Drainage Easement. The HOA shall have the right to maintain, repair and use the Drainage Easement in accordance with the terms of the Declaration, provided in no event shall the HOA have the right to disturb or alter the Patio Improvements within the Encroachment.

4. Titles and Headings. Titles and headings to sections herein are inserted for convenience or reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

5. Entire Agreement. This Agreement contains the entire agreement among the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

6. Modification. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument executed by all of the parties hereto and recorded in the Wake County Register of Deeds.

7. Enforceability. If any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been incorporated herein as so limited or as if such provision had not been included herein, as the case may be.

8. Waiver. A failure by any party to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce such obligation in the future or to enforce any similar or other obligation.

9. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the heirs, successors in title and assigns of the parties hereto.

10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, Standard Pacific has executed this Agreement as of the day and year indicated in the notary acknowledgment below.

STANDARD PACIFIC:

STANDARD PACIFIC OF THE CAROLINAS, LLC,
a Delaware limited liability company

By: 
Name: Troy George, Division President

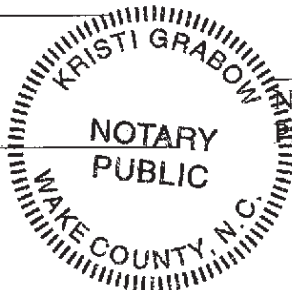
Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Troy George.

Date: 6/16/17

My Commission Expires:

9/10/2021
[Affix Notary Stamp or Seal]

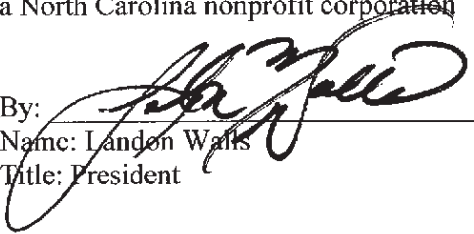



Notary Public
Print Name: Kristi Grabow

IN WITNESS WHEREOF, the HOA has executed this Agreement as of the day and year indicated in the notary acknowledgment below.

HOA:

**TOWN HALL NORTH HOMEOWNERS
ASSOCIATION, INC.,**
a North Carolina nonprofit corporation

By: 
Name: Landon Walls
Title: President

Wake County, North Carolina

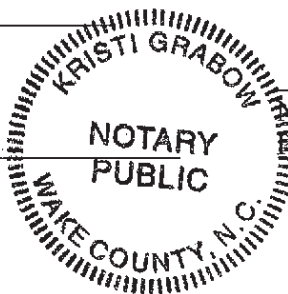
I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Landon Walls.

Date: 6/16/17

My Commission Expires:

9/10/2021

[Affix Notary Stamp or Seal]



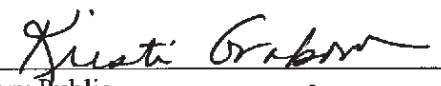

Notary Public
Print Name: Kristi Grabow

Exhibit A

Encroachment

[Insert Survey]

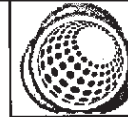
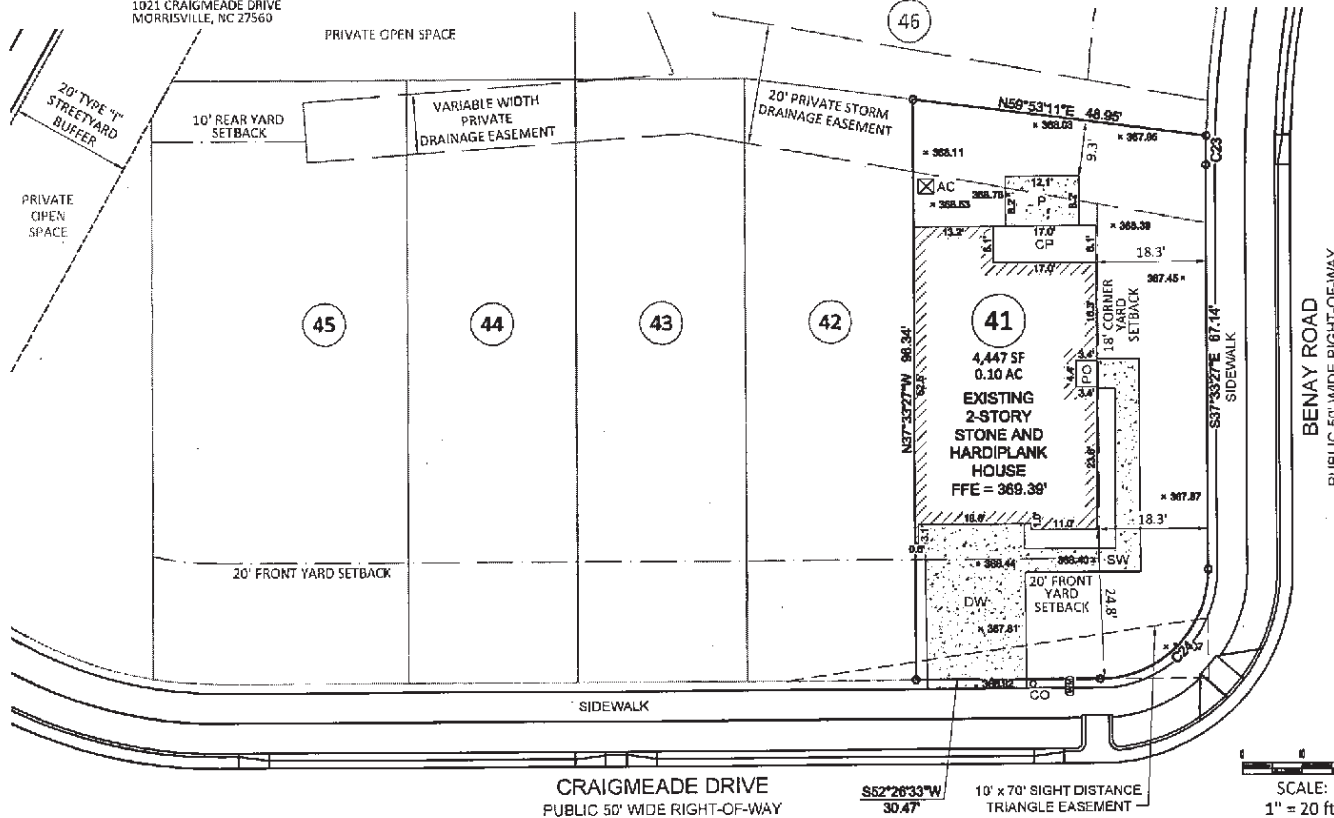
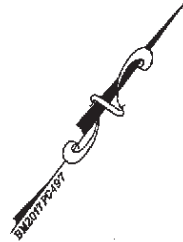
NOTES:

- THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY CO., UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
- THIS PLAN HAS BEEN PREPARED FOR LAYOUT AND PERMITTING PURPOSES ONLY.
- THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES SHOWN WERE TAKEN FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND PLATS OF PUBLIC RECORD, AND INFORMATION SUPPLIED TO THE SURVEYOR BY THE CLIENT.
- VERTICAL DATUM IS ASSUMED. THE LATITUDE, LONGITUDE AND STATE PLANE COORDINATES, IF SHOWN, ARE GIVEN IN NORTH AMERICAN DATUM OF 1983 (NAD83).
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM UNLESS OTHERWISE SHOWN.
- THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- THE PROPERTY LIES IN ZONE "X" PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 3720074600, DATED MAY 2, 2006.
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL TOWN OF MORRISVILLE AND NCDOT STANDARDS AND SPECIFICATIONS.
- ALL SWALES TO BE GRADED AT 2% MINIMUM SLOPE.
- ZONING IS NAC.
- PROPERTY OWNER: SRIDHAR VEERAMACHANENI
PADMA TUMU
1021 CRAIGMEADE DRIVE
MORRISVILLE, NC 27560

LOT INFORMATION:

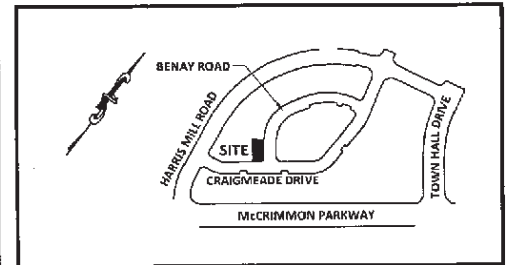
LOT #41
PIN: 0746500701
ADDRESS: 1021 CRAIGMEADE DRIVE
TOTAL LOT AREA = 0.10 AC = 4,447 SF
EXISTING IMPERVIOUS = 2,243 SF
BLDG = 1,386 SF
CP = 104 SF
P = 95 SF
PO = 15 SF
SW = 215 SF
DW = 424 SF
MAXIMUM COVERAGE = 70.00%
EXISTING COVERAGE = 50.49%

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C23	175.00'	4.88'	S36°45'44"E	4.88'
C24	18.00'	28.27'	S67°28'33"W	25.48'

**Bateman Civil Survey Company**

Engineers • Surveyors • Planners

2524 Relevance Avenue, Apex, NC 27539 Ph: 919.577.1080 Fax: 919.577.1051
www.batemancivilsurvey.com info@batemancivilsurvey.com
NCBEL 8 Firm No. C-2378

**VICINITY MAP**

(Not to Scale)

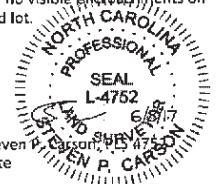
LEGEND

PO = PORCH
P = PATIO
SP = SCREENED PORCH OR PATIO
CP = COVERED PORCH OR PATIO
WD = WOOD DECK
SW = SIDEWALK
DW = CONC DRIVEWAY
C = COMPUTED POINT
I = IRON PIPE FOUND
E = IRON PIPE SET
WM = WATER METER
CO = CLEANOUT
AC = AIR CONDITIONER
EB = ELECTRIC BOX
CB = CABLE BOX
TP = TELEPHONE PEDESTAL
LP = LIGHT POLE
CI = CURB INLET
YI = YARD INLET
FH = FIRE HYDRANT
WV = WATER VALVE
SM = SEWER MANHOLE

BUILDING SETBACKS:

FRONT = 20' R
SIDE = 0' R
REAR = 10' R
CORNER = 18' R
MIN. BLDG. SEPARATION = 24' R

I hereby certify that this map is correct and that the building lies wholly on the lot and that there are no visible encroachments on said lot.



Steven P. Carson, PLS
Date

This map is of an existing parcel of land and is only intended for the parties and purposes shown. This map not for recordation. No title report provided.

FINAL SURVEY FOR SRIDHAR VEERAMACHANENI PADMA TUMU

TOWN HALL NORTH - LOT 41

1021 CRAIGMEADE DRIVE, MORRISVILLE, NC
CEDAR FORK TOWNSHIP, WAKE COUNTY

DATE: 6/8/17 DRAWN BY: ASF CHECKED BY: SPC

REFERENCE: BM 2017, PGS 496-499 PROJECT# 160638 SCALE: 1"=20'

SCALE:
1" = 20 ft.



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Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Charles P. Gilliam

Register of Deeds

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ *8* # of Pages *LG*