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NEW HANOVER COUNTY, NC
TAMMY THEUSCH BEASLEY

REGISTER OF DEEDS

NC FEE \$50.00

Drawn by and Mail to:

*Horack Talley Pharr & Lowndes, PA
301 S. College Street
2600 One Wells Fargo Center
Charlotte, NC 28202
(ZBE)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

Agreement
ACCESS EASEMENT and
MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement"), is made and entered as of the 17th day of June, 2017, by and between No4, LLC, a North Carolina limited liability company ("No4, LLC") and 314 Davis Condominium Owners Association, Inc., a North Carolina corporation ("Association"), Shawn Ballard ("Ballard"), Timothy Wayne Stephens and wife Selena Jeneen Stephens ("Stephens"), and Ann Conner and W. Rex Fountain, Jr. ("Conner/Fountain").

RECITALS

- A. 314 Davis Condominium means the property described on Exhibit A to the Declaration of 314 Davis Condominium recorded in Book 5568, Page 999 of the Register of Deeds of New Hanover County (the "314 Davis Condominium Declaration").
- B. Stephens is the owner of Unit 101, 314 Davis Condominium, being more particularly described and shown on a plat entitled "314 Davis Condominium" recorded in Condominium Plat Book 18 at Page 175 ("Condo Plat") in the Office of the Register of Deeds of New Hanover County, North Carolina and as further described in the 314 Davis Condominium Declaration to the extent not inconsistent herewith ("Unit 101");
- C. Conner/Fountain is the owner of Unit 201, 314 Davis Condominium, being more particularly described and shown on a plat entitled "314 Davis Condominium" recorded in Condominium Plat Book 18 at Page 175 in the Office of the Register of Deeds of New

Hanover County, North Carolina and as further described in the 314 Davis Condominium Declaration to the extent not inconsistent herewith (“Unit 201”);

- D. Ballard is the owner of Unit 301, 314 Davis Condominium, being more particularly described and shown on a plat entitled “314 Davis Condominium” recorded in Condominium Plat Book 18 at Page 175 in the Office of the Register of Deeds of New Hanover County, North Carolina and as further described in the 314 Davis Condominium Declaration to the extent not inconsistent herewith (“Unit 301”);
- E. Collectively Unit 101, Unit 201 and Unit 301 shall be referred as the “Condominium Units” and singly each shall be referred to as a “Condominium Unit.”
- F. No4, LLC is the owner of property adjacent to 314 Davis Condominium described as: all of Parcel “B” containing 0.335 acres, more or less, and shown on a survey by Patrick Bristow Surveying, PC dated June 17, 2009 and entitled “Recombination Survey for Fourth and Davis, LLC” recorded in Map Book 54, Page 156 of the Register of Deeds of New Hanover County and being the same property conveyed to Frances Wittman by deed recorded in Book 5813 at Page 1546 of the aforesaid Registry (“Parcel B Property”).
- G. No4, LLC wishes to grant to Ballard, Stephens, and Conner/Fountain an access easement over a portion of the Parcel B Property for the benefit of each party and the present and future owners and occupants of the 314 Davis Condominium and the Condominium Units.
- H. Ballard, Stephens, Conner/Fountain and the Association wish to release any and all right, title, and interest and all claims in and to the Parcel B Property except as granted by No4, LLC, herein.

NOW, THEREFORE, in consideration of the Recitals, the agreements set forth below, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. Grant of Easements by No4, LLC.

- a. Access Easement: No4, LLC, for itself and its successors and assigns, hereby grants, sells and conveys to Ballard, Stephens, and Conner/Fountain a perpetual, nonexclusive easement appurtenant to the Condominium Units (“Access Easement”) across and over a portion of the Parcel B Property as set forth and described on Exhibit A attached hereto and incorporated herein by reference (“Access Easement Area”), for the benefit of the Condominium Units, Parcel B, and all other property to the owners of which the Access Easement may be granted by No4, LLC or its successors and assigns in the future, for the purpose of providing to the owners of the Condominium Units, the owners of Parcel B, and

the owners of all other property to the owners of which the Access Easement may be granted by No4, LLC or its successors and assigns in the future, and to their occupants, guests and invitees vehicular and pedestrian ingress, egress and regress over this Access Easement Area. Except as set forth in Section 1, Subsection c below, the rights granted as the Access Easement do not include parking or storage. Use of the Access Easement by the Association on behalf of the owners of the Condominium Units as an invitee of the owners of the Condominium Units is permitted.

- b. Drainage Easements: No4, LLC, for itself and its successors and assigns, hereby grants, sells and conveys to Ballard, Stephens, and Conner/Fountain a perpetual, nonexclusive easement appurtenant to the Condominium Units (“Drainage Easement”) across and over a portion of the Parcel B Property as set forth and described on Exhibit A attached hereto and incorporated herein by reference (“Drainage Easement Area”) , for the benefit of the Condominium Units, Parcel B, and all other property to the owners of which the Drainage Easement may be granted by No4, LLC or its successors and assigns in the future, for the purpose of providing to the owners of the Condominium Units, the owners of Parcel B, and the owners of all other property to the owners of which the Drainage Easement may be granted by No4, LLC or its successors and assigns in the future, a drainage easement over the this Drainage Easement Area.
 - c. Future Re-Routing of Drainage Easements. No4, LLC, for itself and its successors and assigns, reserves the right to re-route and relocate the Drainage Easement Area and the improvements within the Drainage Easement Area to any location within the Parcel B Property at any time and from time to time, at its sole expense, provided that the relocated route and improvements must provide adequate drainage for the water from the downspouts which drain into catch basins in Drainage Easement Areas described on Exhibit A, and from the catch basin located within the Access Easement Area, and any replacement pipe shall be no smaller in diameter than the existing pipe. Upon completion of the improvements associated with such relocation, Maintenance Cost Contributions shall resume as to the relocated Drainage Easement Areas.
 - d. Limited Short-Term Parking: In addition to the right of vehicular and pedestrian ingress, egress and regress over the Access Easement Area, Ballard, Stephens, and Conner/Fountain, and their guests and invitees, shall also have the perpetual, nonexclusive right to limited, short-term parking in the Access Easement Area. Such limited parking shall occur only during and between the hours of 9:00 A.M. and 5:00 P.M. Each such use shall be for one (1) vehicle only, shall not exceed one (1) hour in duration, and shall not block access to and through the Access Easement Area by other vehicles.
2. Release. Ballard, Stephens, Conner/Fountain and the Association hereby remise, release convey and forever quitclaim to No4, LLC, any and all right, title, and interest in and to the Parcel B Property, including without limitation all right or claim under that certain

“Deed of Easement” recorded in Book 5497 at Page 551 of the New Hanover County Registry and all right or claim described in the 314 Davis Condominium Declaration and Condo Plat, except as granted by No4, LLC, herein, and release unto No4, LLC, all claims against No4, LLC with respect to the Parcel B Property, except claims to enforce this Agreement. References herein to the 314 Davis Condominium Declaration and Condo Plat shall not be construed to revive or reinstate any interest released under this paragraph 2.

3. Easement Appurtenant. The Access Easement and the rights contained herein are appurtenant to and run with the title to Condominium Units, and may only be assigned or transferred by the owners of Condominium Units as an appurtenance to a Condominium Unit. No4, LLC, and its successors and assigns in ownership of the Parcel B Property or any portion thereof may make further grant or grants of non-exclusive rights in the Access Easement Area as an appurtenance to any portion or portions of the Parcel B Property.
4. Maintenance. The owner of the Parcel B Property (currently No4, LLC) shall be responsible for maintaining the Access Easement Area and the Drainage Easement Area to a reasonable standard such that it can be used for its intended purpose as set forth in paragraph 1 above.
5. Maintenance Cost Contribution. In consideration of the Access Easement granted herein and the Maintenance of the Access Easement Area to be performed by the owner of the Parcel B Property as described in paragraph 4 above and in this paragraph 5:
 - a. the owners of the Condominium Units shall each reimburse the owner of the Parcel B Property for a portion of its actual, reasonable and documented costs associated with the maintenance of the Access Easement Area based on the following formula:

$$\frac{1 \text{ Condominium Unit}}{(3 \text{ Condominium Units} + \text{number of lots and/or units into which the Parcel B Property is then subdivided and/or number of condominium units created from the Parcel B Property or otherwise having access over the Access Easement Area})}$$
 (“Access Maintenance Cost”); and
 - b. the owners of the Condominium Units shall each reimburse the owner of the Parcel B Property for a portion of its actual, reasonable and documented costs associated with the maintenance of the Drainage Easement Area based on the following formula:

$$\frac{1 \text{ Condominium Unit}}{(3 \text{ Condominium Units} + \text{number of lots and/or units into which the Parcel B Property is then subdivided and/or number of condominium units created from the Parcel B Property or otherwise having use of the Drainage Easement Area})}$$

(“Drainage Maintenance Cost”)

Access Maintenance Cost and Drainage Maintenance Cost are herein collectively called “Maintenance Costs” and contributions for Access Maintenance Costs and Drainage Maintenance Cost are herein collectively called “Maintenance Cost Contribution”. Thus, if paid by the Association on behalf of the Unit Owners, the payment due for all three Condominium Units would be three times the formulae stated above.

Maintenance Costs shall include all reasonable costs for care, inspection, maintenance, operation, repair, restoration, landscaping and improvement, renovation, alteration, replacement and reconstruction, and drainage of the Access Easement, including without limitation grading, gravel, paving or repaving with concrete, asphalt, or permeable surface material, seed and sod, soil, labor, and materials, and for all maintenance of drain lines and drop inlets within the Drainage Easement Area from the drop inlets to the existing storm sewer system operated by Cape Fear Public Utility Authority (formerly operated by City of Wilmington). Maintenance Costs shall, however, be limited to those costs of maintaining the Access Easement and the Drainage Easement in the state and condition in which they exist following the work to be done as described in the proposal of Silkwood, Inc. attached hereto as Exhibit B. No costs of any upgrades or improvements from such status and condition shall be included within the Maintenance Costs covered under the terms hereof.

Notwithstanding the foregoing, insurance shall not be included as a Maintenance Cost.

Notwithstanding the foregoing, the Unit Owners and Association shall be solely responsible for all costs relating to the installation and maintenance of the new drop inlet and drain lines from the roof downspouts of the Condominium Units to the two drop inlets described in Exhibit A as Drainage Easement A and B and shall maintain gutters and downspouts such that the roof of the Condominium Units drains into said drain lines and does not otherwise flow onto the Parcel B Property.

Notwithstanding the foregoing, in the event any additional party shall be granted access over the Access Easement Area or use of the Drainage Easement Area, but not both, then Maintenance Cost Contributions for the Access Easement Area and for the Drainage Easement Area shall be allocated separately using the resulting differing formula for each.

6. Payment for Initial Proposal, Collection of Maintenance Cost Contribution. Unit Owners and the Association shall pay the cost of the initial work on the Access Easement Area and Drainage Easement Area as described in the proposal of Silkwood, Inc. (which is disclosed to be an affiliated party of No4, LLC) attached hereto as Exhibit B (the “Proposal”). Prior to or contemporaneously with execution of this Agreement, Unit Owners or the Association shall accept the Proposal, and shall pay the price stated in the Proposal in accordance with the terms of the Proposal. The work described in the Proposal shall not be Maintenance Cost and payments for the initial work contemplated

by the Proposal shall not be payment of Maintenance Cost and shall not be apportioned by the formula, but shall be paid by the Unit Owners or the Association only.

Within thirty (30) days of performance of, or the receipt by it of invoice for, any Maintenance Cost, the owner of the Parcel B Property shall provide to Unit Owners and the Association and to any other property owners responsible for Maintenance Cost with notice and an invoice which shall include a description of the expenses associated with the Maintenance of the Access Easement Area. The owners of the Condominium Units shall reimburse the owner of the Parcel B Property within thirty (30) days of receipt of the notice for their Maintenance Cost Contribution, and may make such reimbursement through the Association. Any reimbursement made through the association shall be credited by allocation equally among the Unit Owners by the owners of the Parcel B Property.

The Association shall include reimbursement of the Maintenance Costs as a line item on its common expense budget each year and shall allocate adequate funds to that budget line item reasonably estimated to cover its obligation under this Agreement.

7. Indemnification. Ballard, Stephens and Conner/Fountain, in their capacity as owners of the Condominium Units, and on behalf of future owners of the Condominium Units and 314 Davis Condóminium, and the Association, each acknowledge that the Access Easement shall be at their sole risk and hereby waive and release, for themselves, future owners and occupants of Condominium Units, and their guests, invitees, tenants, agents, and employees (collectively the "Waiving Party"), any claim which arises, or may arise against No4, LLC or any owner of the Parcel B Property, for any and all personal injury or death of persons or loss of, or damage to, property resulting from and arising out of the use of the Access Easement by any Waiving Party. The Waiving Party hereby agrees to indemnify, defend and save harmless No4, LLC, and any owner of the Parcel B Property from and against all claims, losses, damages, costs and expenses, because of personal injury or death of persons or loss of, or damage to, property resulting from or arising out of the use of the Access Easement by the Association, Ballard, Stephens, Conner/Fountain, their guests, invitees, tenants, agents, employees, and future owners and occupants of the Condominium Units, including costs of defense, including attorney's fees. Notwithstanding the foregoing, the Waiving Party is not indemnifying No4, LLC or any owner of the Parcel B Property for any claim arising out of the of sole negligence or willful misconduct of No4, LLC, any owner of the Parcel B Property, their guests, invitees, tenants, agents, or employees.
8. Additional Insurance. Notwithstanding that insurance may be maintained by the owners of the Parcel B Property on the Access Easement Area, general liability insurance shall be maintained by the Association which provides coverage for those matters described in paragraph 7, under the general liability policy maintained on the Condominium Units and their appurtenant common areas, which policy shall name the owner of Parcel B Property as an additional insured. The Association will, on an annual basis, provide documentation of such insurance coverage to No4 LLC.

9. Encroachment by Concrete Drive. The parties acknowledge that the concrete drive of 214 Davis Condominium encroaches upon the Parcel B Property, as shown on the survey map attached hereto as Schedule 1 to Exhibit A. No4, LLC grants to Ballard, Stephens, and Conner/Fountain the permissive use of the area of the Parcel B Property upon which the concrete drive encroaches for use as a concrete driveway. Ballard, Stephens, and Conner/Fountain, for themselves and their successors and assigns, accept the grant of permissive use, including for the purpose of tolling any present or future claim arising from the doctrine of adverse possession or prescriptive easement related to the use of any portion of the Parcel B Property by Ballard, Stephens, and Conner/Fountain, including the portion upon which the concrete drive encroaches as described above. The permissive use shall be revocable and terminable at will by No4, LLC and No4, LLC's heirs, successors and assigns, and such revocation and termination shall be effective upon the recording of a notice of termination in the Office of the Register of Deeds of New Hanover County, and upon such revocation, unless Ballard, Stephens, or Conner/Fountain shall remove the encroachment within ten (10) days, No4, LLC may remove the encroachment and dispose of the removed materials without liability or obligation to Ballard, Stephens, or Conner/Fountain. The acceptance of the grant of permissive use by Ballard, Stephens, or Conner/Fountain shall not be revocable or terminable by Ballard, Stephens, and Conner/Fountain or by Ballard, Stephens, and Conner/Fountain's heirs, successors and assigns. To the extent the concrete drive encroaches into the Access Easement Area, the foregoing in no way diminishes, changes, or impacts the rights to the Access Easement Area set forth in this Agreement.

10. Notices. Notices or other communication required under this Agreement shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery, to the then current owners of the properties at the address of record in the New Hanover County Tax Collector's office, and to the Association at the following address:

**714 Tarboro Avenue
Carolina Beach, NC 28428**

or such other address of which the Association may give Notice to the other parties. Notice shall be deemed given upon receipt or refusal to accept delivery.

11. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the state of North Carolina.

12. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to any person or circumstance other than that as to which it shall be invalid,

or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

13. Headings. The titles of the various subdivisions of this Agreement are for convenience only and shall not be considered in constructing this Agreement.

14. Amendments. This Agreement may be amended or modified only by recording in the office of the Register of Deeds of New Hanover County, North Carolina an agreement executed by the then owners of all of Condominium Units, the Association, and then owners of the Parcel B Property representing their unanimous consent to such amendment or modification.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, No4, LLC. has signed and sealed this document as of the 23rd
day of May, 2017.

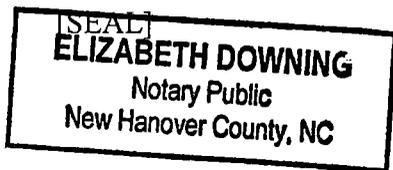
No4, LLC, a North Carolina Limited Liability Company

By: Kevin Rhodes
Print Name: Kevin Rhodes
Its: Manager

STATE OF North Carolina
COUNTY OF New Hanover

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that Kevin Rhodes, as Manager of No4, LLC, a North Carolina Limited Liability Company, either personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

Witness my hand and seal this the 23rd day of May, 2017.



Elizabeth Downing
Notary Public
Print Name: Elizabeth Downing
My Commission Expires: 2-28-2021

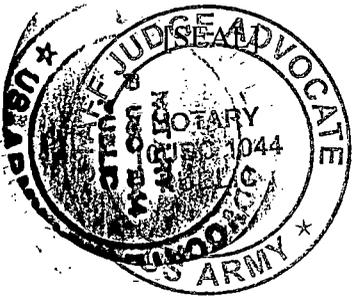
IN WITNESS WHEREOF, Shawn Ballard has signed and sealed this document as of the 18th day of MAY, 2017.

[Signature]
Shawn Ballard

STATE OF Department of Defense in
COUNTY OF Stuttgart, Germany

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that Shawn Ballard, either personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

Witness my hand and seal this the 18th day of May, 2017.



[Signature]

Notary Public

Print Name: Chaven K. Marshall

My Commission Expires: INDEFINITE PER
10 USC 1044(A)

IN WITNESS WHEREOF, W. Rex Fountain, Jr. and Ann Conner have signed and sealed this document as of the 31st day of May, 2017.

W. Rex Fountain, Jr.
W. Rex Fountain, Jr.

Ann Conner
Ann Conner

STATE OF North Carolina

COUNTY OF New Hanover

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that W. Rex Fountain, Jr., either personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.



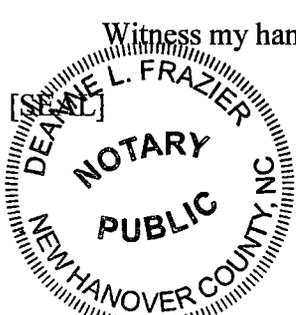
Witness my hand and seal this the 31 day of May, 2017.

DeAnne L. Frazier
Notary Public
Print Name: DeAnne L. Frazier
My Commission Expires: 7/26/2018

STATE OF North Carolina

COUNTY OF New Hanover

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that Ann Conner, either personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.



Witness my hand and seal this the 31 day of May, 2017.

DeAnne L. Frazier
Notary Public
Print Name: DeAnne L. Frazier
My Commission Expires: 7/26/2018

IN WITNESS WHEREOF, 314 Davis Condominium Owners Association, Inc., a North Carolina corporation, signed and sealed this document as of the 12th day of June, 2017.

314 Davis Condominium Owners Association, Inc.,
a North Carolina corporation

By: [Signature]
Print Name: Tim Stephens
Its: Secretary

STATE OF North Carolina
COUNTY OF New Hanover

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that Tim Stephens, as Secretary of 314 Davis Condominium Owners Association, Inc., a North Carolina corporation either personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

Witness my hand and seal this the 12th day of June, 2017.

[SEAL]

Anita Lancaster Carlson
Notary Public
Print Name: Anita Lancaster Carlson
My Commission Expires: 12/12/2020

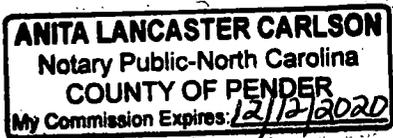


Exhibit A
To
Access Easement and Maintenance Agreement

Legal Description of Access Easement Area

In the City of Wilmington, County of New Hanover, State of North Carolina:

COMMENCE at a nail in the asphalt located at the intersection of the centerlines of Davis Street (66' public right of way) and North 4th Street (66' public right of way) and thence run South 61°20'36" West a distance of 35.70 feet to an iron pipe found at the intersection of the Southwest right of way line of Davis Street with the Western right of way line of North Fourth Street; thence North 51°04'44" West along said Southwest right of way line of Davis Street 33.85 feet to the **POINT OF BEGINNING**; thence leaving said right of way, run South 38°55'16" West a distance of 61.00 feet to a point on a curve to the right, having a radius of 28.00 feet, with a chord bearing of South 64°56'49" West, and a chord length of 24.57 feet; thence along said arc a distance of 25.44 feet to a point; thence North 89°01'39" West a distance of 10.61 feet to a point on a curve to the right, having a radius of 10.00 feet, with a chord bearing of North 70°03'11" West, and a chord length of 6.50 feet; thence along said arc a distance of 6.62 feet to a point; thence North 51°04'44" West a distance of 29.22 feet to a point; thence North 38°55'16" East a distance of 21.14 feet to a point on the North line of 314 Davis Condominium, as recorded in Condo Book 18, Page 175, of the New Hanover County Registry; thence South 51°17'11" East along the Southwest line of said condominium property, a distance of 26.32 feet to an "X" found in concrete, and being a point on a curve to the left, having a radius of 10.01 feet, with a chord bearing of North 84°28'48" East, and a chord length of 14.28 feet; thence along said arc a distance of 15.91 feet to a point; thence North 38°55'16" East a distance of 60.49 feet to a point in the Southwest right of way line of Davis Street; thence South 51°04'44" East a distance of 18.00 feet to the **POINT OF BEGINNING**; Containing 2,233 square feet, or 0.05 acres, more or less.

Legal Description of Drainage Easement Area

In the City of Wilmington, County of New Hanover, State of North Carolina:

DRAINAGE EASEMENT AREA "EASEMENT A"

A 10' wide easement more particularly described as follows:

COMMENCE at an iron rebar found at the Westernmost corner of 314 Davis Condominium, as shown as "FOURTH & DAVIS, LLC REVISED TRACT 1" recorded in Condo Book 18, Page 175, and thence run North 38 degrees 55 minutes 16 seconds East along the line of said condominium property a distance of 16.42 feet to a point; thence South 51 degrees 16 minutes 01 seconds East a distance of 1.49 feet to the **POINT OF BEGINNING**, thence continue South 51 degrees 16 minutes 01 seconds East a distance of 10.86 feet to a point on the South face of a building; thence leaving said building face, run South 15 degrees 46 minutes 06 seconds West a distance of 59.59 feet to a point; thence North 74 degrees 13 minutes 54 seconds West a distance of 10.00 feet to a point; thence run North 15 degrees 46 minutes 06 seconds East a distance of 63.84 feet to the **POINT OF BEGINNING**. Containing 617 square feet, or 0.01 acres, more or less.

DRAINAGE EASEMENT AREA "EASEMENT B"

A 10' wide easement more particularly described as follows:

COMMENCE at an iron rebar found at the Westernmost corner of 314 Davis Condominium, as shown as "FOURTH & DAVIS, LLC REVISED TRACT 1" recorded in Condo Book 18, Page 175, and thence run North 38 degrees 55 minutes 16 seconds East along the line of said condominium property a distance of 16.42 feet to a point; thence run South 51 degrees 16 minutes 01 seconds East a distance of 4.84 feet to a point on the South face of a building; thence along said South face South 51 degrees 16 minutes 01 seconds East a distance of 29.82 feet to the **POINT OF BEGINNING**; thence continuing along said building face, South 51 degrees 16 minutes 01 seconds East a distance of 1.67 feet to the corner of said building; thence run North 38 degrees 38 minutes 42 seconds East along the East face of said building a distance of 5.13 feet to a point; thence leaving said building face, run South 38 degrees 22 minutes 51 seconds East a distance of 25.79 feet to a point; thence run South 51 degrees 37 minutes 09 seconds West a distance of 10.00 feet to a point; thence North 38 degrees 22 minutes 51 seconds West a distance of 25.21 feet to a point; thence North 38 degrees 43 minutes 59 seconds East a distance of 4.75 feet to the **POINT OF BEGINNING**; Containing 255 square feet, or 0.01 acres, more or less.

DRAINAGE EASEMENT AREA "EASEMENT C"

A 10' wide easement more particularly described as follows:

COMMENCE at a nail in the asphalt located at the intersection of the centerlines of Davis Street (66' public right of way) and North 4th Street (66' public right of way) and thence run South $61^{\circ}20'36''$ West a distance of 35.70 feet to an iron pipe found at the intersection of the Southwest right of way line of Davis Street with the Western right of way line of North Fourth Street; thence South $06^{\circ}14'03''$ East along said Western right of way line of North Fourth Street a distance of 6.93 feet to a point; thence South $88^{\circ}26'13''$ West a distance of 25.45 feet to the **POINT OF BEGINNING**; thence South $67^{\circ}29'22''$ West a distance of 101.75 feet to a point; thence North $22^{\circ}30'38''$ West a distance of 10.00 feet to a point; thence North $67^{\circ}29'22''$ East a distance of 108.60 feet to a point; thence South $22^{\circ}30'38''$ East a distance of 10.00 feet to a point; thence South $67^{\circ}29'22''$ West a distance of 6.85 feet to the **POINT OF BEGINNING**. Containing 1,086 square feet, or 0.03 acres, more or less.

DRAINAGE EASEMENT AREA "EASEMENT D"

A 10' wide easement more particularly described as follows:

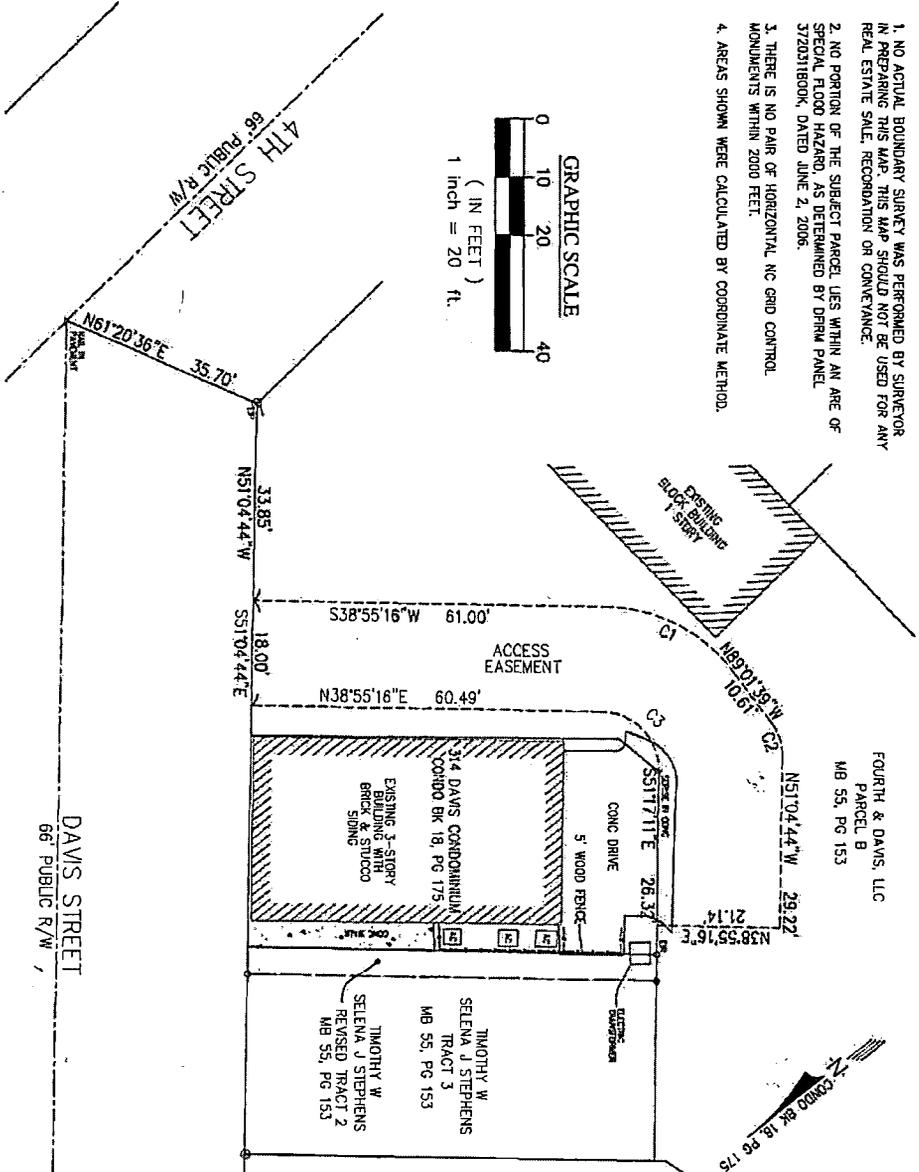
COMMENCE at a nail in the asphalt located at the intersection of the centerlines of Davis Street (66' public right of way) and North 4th Street (66' public right of way) and thence run South $61^{\circ}20'36''$ West a distance of 35.70 feet to an iron pipe found at the intersection of the Southwest right of way line of Davis Street with the Western right of way line of North Fourth Street, said point also being the **POINT OF BEGINNING**; thence South $06^{\circ}14'03''$ East along said Western right of way line of North Fourth Street a distance of 6.93 feet to a point; thence South $88^{\circ}26'13''$ West a distance of 25.45 feet to a point; thence South $88^{\circ}26'13''$ West a distance of 6.85 feet to a point; thence North $01^{\circ}33'47''$ West a distance of 10.00 feet to a point; thence North $88^{\circ}26'13''$ East a distance of 28.11 feet to a point; thence South $51^{\circ}04'44''$ East a distance of 4.76 feet to the **POINT OF BEGINNING**. Containing 314 square feet, or 0.01 acres, more or less.

Schedule 1 to Exhibit A

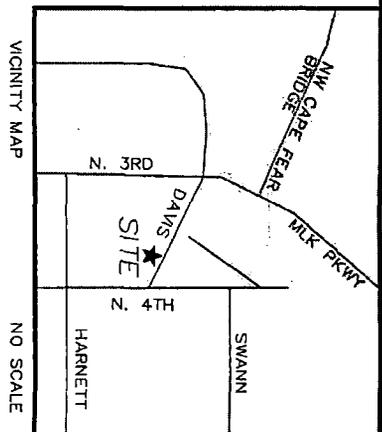
1. NO ACTUAL BOUNDARY SURVEY WAS PERFORMED BY SURVEYOR IN PREPARING THIS MAP. THIS MAP SHOULD NOT BE USED FOR ANY REAL ESTATE SALE, RECORDBOOK OR CONVEYANCE.
2. NO PORTION OF THE SUBJECT PARCEL LIES WITHIN AN ABE OF SPECIAL FLOOD HAZARD, AS DETERMINED BY DFIRM PANEL 372031BBOOK, DATED JUNE 2, 2006.
3. THERE IS NO PAIR OF HORIZONTAL, NC GRID CONTROL MONUMENTS WITHIN 2000 FEET.
4. AREAS SHOWN WERE CALCULATED BY COORDINATE METHOD.



CURVE ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.44'	28.00°	S 52°03'05" W	24.57'
C2	6.62'	10.00°	N 70°03'11" W	6.50'
C3	15.91'	10.01°	N 84°26'48" E	14.28'



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



- LEGEND:**
- EP - EXISTING IRON PIPE
 - ER - EXISTING IRON REBAR
 - DB - DEED BOOK
 - MB - MAP BOOK
 - PC - PAGE
 - R/W - RIGHT OF WAY

- REFERENCES:**
- BOOK 5497, PAGE 551
 - CONDO BOOK 18, PAGE 175
 - MAP BOOK 55, PAGE 153

EXHIBIT MAP OF ACCESS EASEMENT ON PARCEL B, M.B. 55, PAGE 153
OWNER: FOURTH AND DAVIS, LLC.
 WILMINGTON TOWNSHIP
 NEW HANOVER COUNTY
 NORTH CAROLINA

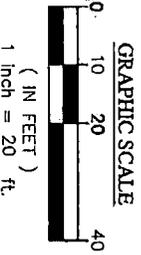
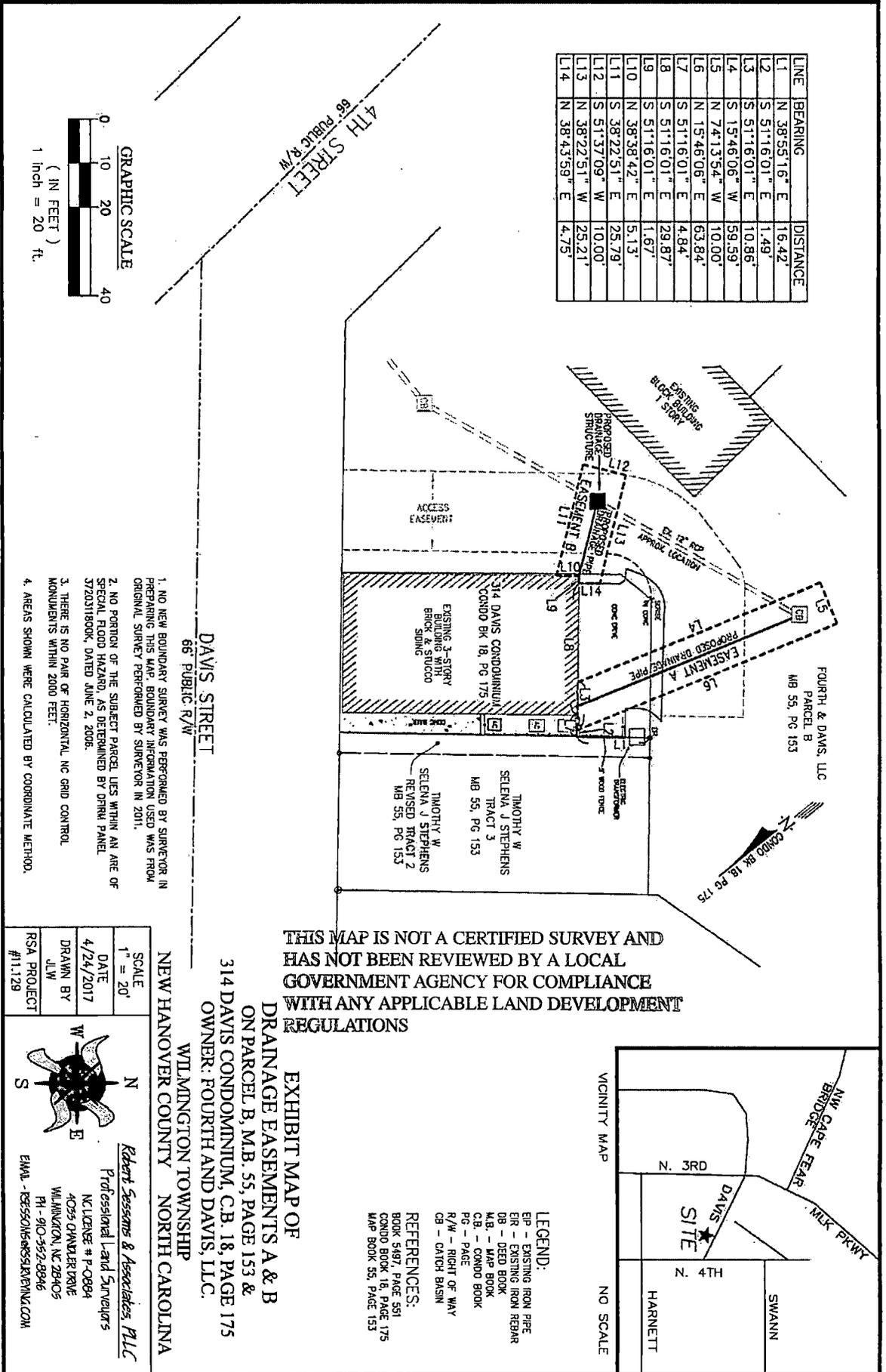
SCALE 1" = 20'

DATE 4/24/2017
 DRAWN BY DLW
 RSA PROJECT #11129

Robert Sessions & Associates, PLLC
 Professional Land Surveyors
 NC LICENSE # P-0884
 4035 GRANVILLE DRIVE
 WILMINGTON, NC 28405
 PH - 910-352-8946
 EMAIL - RESSESSIONS@RS&A.COM

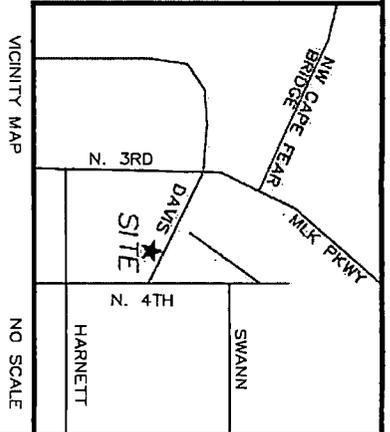
Schedule 2 to Exhibit A

LINE	BEARING	DISTANCE
L1	N 38°55'16" E	16.42'
L2	S 51°16'01" E	1.49'
L3	S 51°16'01" E	10.86'
L4	S 15°46'06" W	59.59'
L5	N 74°13'54" W	10.00'
L6	N 15°46'06" E	63.84'
L7	S 51°16'01" E	4.84'
L8	S 51°16'01" E	29.87'
L9	S 51°16'01" E	1.67'
L10	N 38°38'42" E	5.13'
L11	S 38°22'51" E	23.79'
L12	S 51°37'09" W	10.00'
L13	N 38°22'51" W	25.21'
L14	N 38°43'59" E	4.75'



1. NO NEW BOUNDARY SURVEY WAS PERFORMED BY SURVEYOR IN PREPARING THIS MAP. BOUNDARY INFORMATION USED WAS FROM ORIGINAL SURVEY PERFORMED BY SURVEYOR IN 2011.
2. NO PORTION OF THE SUBJECT PARCEL LIES WITHIN AN AEE OF SPECIAL FLOOD HAZARD, AS DETERMINED BY DFPHM PANEL 372031800K, DATED JUNE 2, 2008.
3. THERE IS NO PAIR OF HORIZONTAL, NC GRID CONTROL MONUMENTS WITHIN 2000 FEET.
4. AREAS SHOWN WERE CALCULATED BY COORDINATE METHOD.

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



- LEGEND:**
- EP - EXISTING IRON PIPE
 - ER - EXISTING IRON REBAR
 - DB - DEED BOOK
 - MB - MAP BOOK
 - CB - CONDO BOOK
 - PG - PAGE
 - R/W - RIGHT OF WAY
 - CB - CATCH BASIN
- REFERENCES:**
- BOOK 5497, PAGE 551 CONDO BOOK 18, PAGE 175 MAP BOOK 55, PAGE 153

EXHIBIT MAP OF DRAINAGE EASEMENTS A & B ON PARCEL B, M.B. 55, PAGE 153 & 314 DAVIS CONDOMINIUM, C.B. 18, PAGE 175 OWNER: FOURTH AND DAVIS, LLC.

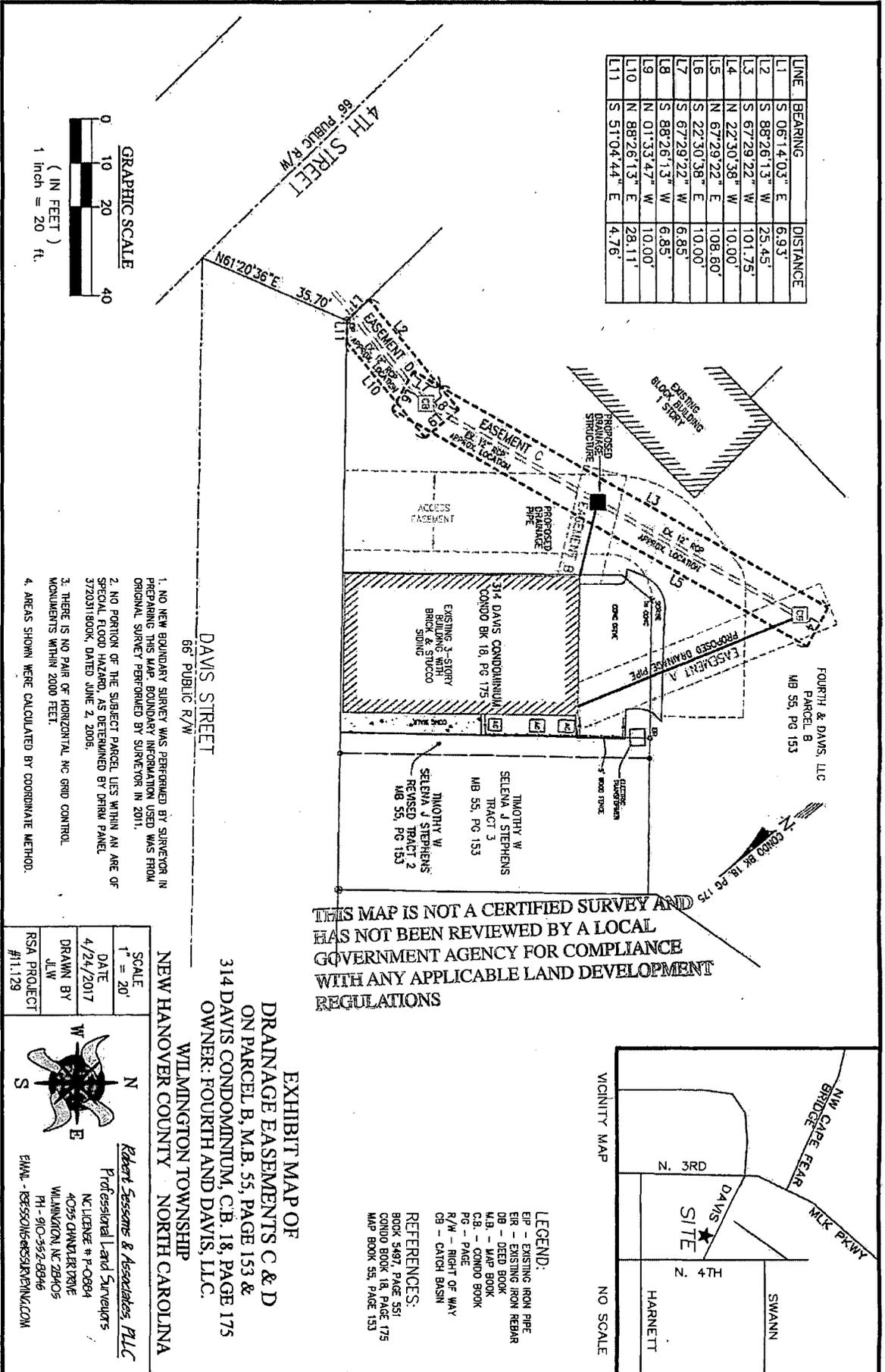
NEW HANOVER COUNTY NORTH CAROLINA

Robert Sessoms & Associates, PLLC
 Professional Land Surveyors
 N.C. LICENSE # P-0894
 4035 OWANLER DRIVE
 WILMINGTON, NC 28405
 PH - 910-352-8846
 EMAIL - R35550ME@RSS2RANK.COM

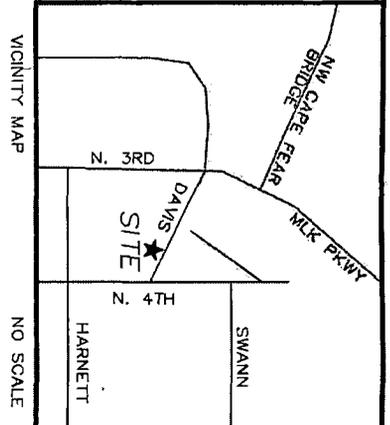
SCALE 1" = 20'
 DATE 4/24/2017
 DRAWN BY JLW
 RSA PROJECT #11.129

Schedule 3 to Exhibit A

LINE	BEARING	DISTANCE
L1	S 06°14'03" E	6.93'
L2	S 88°26'13" W	25.45'
L3	S 67°29'22" W	101.75'
L4	N 22°30'38" W	10.00'
L5	N 67°29'22" E	108.60'
L6	S 22°30'38" E	10.00'
L7	S 67°29'22" W	6.85'
L8	S 88°26'13" W	6.85'
L9	N 01°33'47" W	10.00'
L10	N 88°26'13" E	28.11'
L11	S 51°04'44" E	4.76'



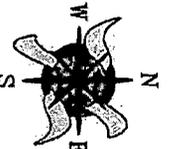
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS



- LEGEND:**
 EP - EXISTING IRON PIPE
 ER - EXISTING IRON REBAR
 DB - DEED BOOK
 M.B. - MAP BOOK
 C.B. - CONDO BOOK
 PG - PAGE
 R/W - RIGHT OF WAY
 CB - CATCH BASIN
- REFERENCES:**
 BOOK 5497, PAGE 351
 CONDO BOOK 18, PAGE 175
 MAP BOOK 55, PAGE 153

1. NO NEW BOUNDARY SURVEY WAS PERFORMED BY SURVEYOR IN PREPARING THIS MAP. BOUNDARY INFORMATION USED WAS FROM ORIGINAL SURVEY PERFORMED BY SURVEYOR IN 2011.
2. NO PORTION OF THE SUBJECT PARCEL LIES WITHIN AN ARE OF SPECIAL FLOOD HAZARD, AS DETERMINED BY DRFM PANEL 372031900K, DATED JUNE 2, 2006.
3. THERE IS NO PAIR OF HORIZONTAL NC GRID CONTROL MONUMENTS WITHIN 2000 FEET.
4. AREAS SHOWN WERE CALCULATED BY COORDINATE METHOD.

SCALE	1" = 20'
DATE	4/24/2017
DRAWN BY	JLW
RSA PROJECT #	#11,129



Robert Sessions & Associates, PLLC
 Professional Land Surveyors
 N.C. LICENSE # P-0894
 4035 CHANDLER DRIVE
 WILMINGTON, NC 28405
 PH - 910-552-8846
 EMAIL - RSES@RSASURVINC.COM

EXHIBIT MAP OF DRAINAGE EASEMENTS C & D ON PARCEL B, M.B. 55, PAGE 153 & 314 DAVIS CONDOMINIUM, C.B. 18, PAGE 175 OWNER: FOURTH AND DAVIS, LLC. WILMINGTON TOWNSHIP NORTH CAROLINA NEW HANOVER COUNTY

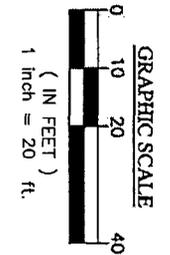


EXHIBIT B

SILKWOOD

DESIGN CONSULTATION | PAINTING & FINISHES

1605 PRINCESS STREET
WILMINGTON, NC 28401
910-763-6335 [p]

2/17/17

314 Davis Street Home Owners Association Inc.

314 Davis Street

Wilmington, NC. 28401

336-443-1636 Tim Stephens

timwstephens@yahoo.com

Specifications For:

Installation of 2 drain systems connecting downspouts on the southeast and southwest corners of 314 Davis building to existing storm water system running along the easement and through 1007 North 4th Street property. Two 12" x 12" drop inlets will be installed under gutter downspouts, then hard piped with 6" pipe to connect to one existing and one new drop inlet catch basins. One 20" x 20" new drop inlet will be installed within driveway easement, by cutting out asphalt, building catch basin with DOT frame and catch.

Scope will see saw cut pavement and concrete, install rock and asphalt cut, install 6" pipe SCH 40, repair all concrete and asphalt.

NCSU storm water BMP and maintenance certification #1653 NCDOT erosion control certification #767

We estimate this work to take one working week, weather permitting.

Work may be scheduled upon receipt of full payment and signed contract. Silkwood Inc. is fully covered by general liability and workman's compensation insurance.

We propose to furnish labor and materials complete in accordance with the specifications listed above for the sum of: \$12,275.00

Acceptance of Proposal

Signature _____ date _____

Exhibit C

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

CONSENT AND SUBORDINATION OF MORTGAGEE

North State Bank, holder of that certain Promissory Note in the amount of \$289,000 secured by that certain deed of trust dated June 15, 2016 and recorded on June 16, 2016 in Book 5978 at Page 787 in the New Hanover County Public Registry (“Deed of Trust”) does hereby consent to the terms, conditions, and covenants in that Access Easement and Maintenance Agreement (“Agreement”) recorded in Book 6068 at Page 2679 in the New Hanover County Public Registry (“Declaration”) and agrees that the lien of said Deed of Trust, and the interest of the beneficiary therein, are subject and subordinate, in all respects, to the terms, conditions, and covenants contained in said Agreement, as amended and supplemented in the future, including all exhibits thereto.

(Signatures appear on following page)

DRAWN BY AND MAIL TO:
Horack, Talley, Pharr & Lowndes, P.A. (ZBE)
301 South College Street, Suite 2600
Charlotte, NC 28202

IN WITNESS WHEREOF, the undersigned has caused this Consent and Subordination of Mortgagee to be duly executed this 23rd day of May, 2017.

NORTH STATE BANK

By: [Signature] (SEAL)
Name: Sabrina J. Stephens
Title: Senior Vice President

STATE OF North Carolina
COUNTY OF New Hanover

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that Sabrina J. Stephens as Senior Vice President of North State Bank, either personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her for the purposes stated therein.

Witness my hand and seal this the 23rd day of May, 2017.

[SEAL]



[Signature]
Notary Public
Print Name: DANNY L. CONNER
My Commission Expires: 2/27/2022

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County

Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716



State of North Carolina, County of NEW HANOVER
Filed For Registration: 06/23/2017 03:00:01 PM
Book: RB 6068 Page: 2679-2700
22 PGS \$50.00
Real Property \$50.00
Recorder: CAROL HUGHLEY
Document No: 2017020279

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.