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DECLARATION OF EASEMENT AND USE RESTRICTION

THIS DECLARATION OF EASEMENT AND USE RESTRICTION (“Declaration”) is made this 17th day of June, 2022 by COP SANFORD, LLC, a Delaware limited liability company (the “Declarant”).

BACKGROUND

A. Declarant holds a fee simple interest in certain parcels of land located in City of Sanford, Lee County, North Carolina, as more clearly identified on the Subdivision Plan recorded at Plat Cabinet 2021, Slide 178, Lee County Registry, and identified thereon as Lot 1, Lot 2, and Lot 3 (collectively, the “Property”).

B. Declarant intends by this Declaration to provide for access and utility easements over, under and through certain portions of the Property.

NOW, THEREFORE, Declarant for itself and its successors, grantees and assigns, hereby declares and provides as follows:

1. **Easements and Restrictions to Run with the Land.** From and after the date of this Declaration, the Property shall be perpetually held subject to and with the burdens and benefits of the easements and restrictions contained herein, as such easements and restrictions relate to the Property. All successors, grantees or assigns of Declarant who acquire any interest in the Property (Declarant, together with such successors, grantees and assigns, each an “Owner” or “Future Owner”) or any portion thereof shall hold such interest under and subject to and with the benefits

Submitted electronically by "Harbor City Title Insurance Agency of NC, Inc."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Lee County Register of Deeds.

and burdens of the easements and restrictions of this Declaration as easements and restrictions running with the land for the benefit of the Property.

2. **Access and Utility Easement.**

a. Declarant, hereby creates, establishes and reserves for itself and for the benefit of any Future Owners of the Property with quitclaim covenants, the perpetual, non-exclusive easement appurtenant to the Property (i) for vehicular and pedestrian ingress and egress over and across that certain area (the "**Access Easement Area**") shown as the "Variable Width Private Roadway & Utility Easement" on that certain ALTA/NSPS Land Title Survey prepared by Riley Surveying, PA dated as of April 6, 2022 attached hereto as Exhibit A and made a part hereof (the "**Plan**"); (ii) to lay, maintain, construct, alter, modify, repair and/or replace an underground water line and all related appurtenances, an underground gas line and related appurtenances, electric lines and all related appurtenances, telephone lines and all related appurtenances and such other underground utility lines and related appurtenances as are reasonably necessary on, over across and within the Access Easement Area, (collectively, the "**Access Area Utility Facilities**"), (iii) to lay, maintain, construct, alter, modify, repair and/or replace an underground sanitary sewer line and all related appurtenances (collectively the "**Sewer Easement Utility Facilities**") on, over, under, along, across and within the Access Easement Area and those certain areas shown as the "New 15' Sanitary Sewer Easement" on the Plan (the "**Sewer Easement Area**"); (iv) for the Owner of Lot 3 to lay, maintain, construct, alter, modify, repair and/or replace, and use an existing underground water line and all related appurtenances (the "**Existing Water Line**") shown on the Plan and running through Lot 1 and Lot 3 (the "**Existing Water Line Area**"); (v) for the Owners of Lot 2 and/or Lot 3 to lay, maintain, construct, alter, modify, repair and/or replace, and use underground water lines and all related appurtenances, underground gas lines and related appurtenances, electric lines and all related appurtenances, telephone lines and all related appurtenances and such other underground utility lines (excluding storm water management) and related appurtenances as are reasonably necessary (the "**General Easement Facilities**") on, over across and within Lot 1 in areas reasonably acceptable to the Owner of Lot 1 (such location(s) being the "**General Easement Area**") provided that same shall not interfere with the use and operation of Lot 1 by the Owner of Lot 1 or its lessee, shall not result in interference with the improvements or other facilities on Lot 1 or impair or diminish the effectiveness of the existing facilities of Lot 1; and, (vi) for the Owner of Lot 2 to lay, maintain, construct, alter, modify, repair and/or replace, and use stormwater drainage facilities for the collection, discharge and drainage of stormwater from Lot 2 in, upon, along, under, through, and across Lot 1 as depicted on the Plan including without limitation the right to connect to the detention pond on Lot 1 and install pipes from Lot 2 to Lot 1 all as shown on the Plan and for the Owner of Lot 3 to lay, maintain, construct, alter, modify, repair and/or replace and use certain stormwater facilities (the "**Stormwater Utility Facilities**"; together with the Access Area Utility Facilities, the Sewer Easement Utility Facilities, the Existing Water Line, and the General Easement Facilities, the "**Utility Facilities**") in the area of Lot 1 depicted as the "Reserved 15' Storm Drainage Easement" on Exhibit B attached hereto and made a part hereof (together with the Access Easement Area, the Sewer Easement Area, the Existing Water Line Area, and the General Easement Area, the "**Easement Area**"); provided that any Future Owners' use of such easements shall be made at such Future Owners' sole cost and expense in such a manner as to minimize the disturbance and disruption of any other Owner's use of his, her or its portion of the Property.

b. No Future Owner(s) shall interfere with the Utility Facilities, Existing Water Line or the Easement Area and no Future Owner(s) shall permit to be constructed, maintained, or placed any temporary or permanent building, structure, improvement, or obstruction of any nature on, over, or under the Easement Area which would in any way interfere with another Future Owner's exercise of the rights hereunder.

3. **Maintenance.**

a. The Owner of the portion of the Property where any portion of the Easement Area is located covenants and agrees to do the following: (a) keep its portion of the Easement Area in good order and condition; (b) repair, maintain, and repave (as necessary) any paved portions of the Easement Area; and (c) keep its portion of the Easement Area reasonably free of snow, ice and refuse. If any easement arising hereunder exclusively benefits only one Lot, then the Owner of that Lot shall be solely responsible for maintaining and repairing, at its sole cost and expense, the easements and facilities appurtenant thereto exclusively benefiting said Lot.

b. With respect to the access road to be constructed on the Access and Utility Easement Area (the "**Access Road**"), the Owner of Lot 1 agrees to do the following: (a) keep the entire Access Road in good order and condition; (b) repair, maintain, and repave (as necessary) the entire Access Road; and (c) keep the entire Access Road reasonably free of snow, ice and refuse. The costs incurred by the Owner of Lot 1 for the performance of its obligations under this Section are referred to collectively as "**Access Road Maintenance Costs.**" Notwithstanding the foregoing, if any Owner shall cause damage to the Access Road by reason of its construction activities on its respective Lot or in installing any improvements contemplated under this or any other agreement, then the damaging Owner shall be responsible for 100% of the costs of any necessitated repairs.

c. The Owners shall be responsible for the shared costs of the Access Road Maintenance Costs as follows, reflecting the proportional ownership interest of the development: the Owner of Lot 1 shall be responsible for 39.70% of such costs, the Owner of Lot 2 shall be responsible for 4.96% of such costs, and the Owner of Lot 3 shall be responsible for 55.34% of such costs. The Owner of Lot 2 and the Owner of Lot 3 shall each reimburse the Owner of Lot 1 for their respective proportion of the Access Road Maintenance Costs. Within thirty (30) days after the end of each calendar year, the Owner of Lot 1 shall deliver the following to the Owner of Lot 2 and the Owner of Lot 3: (a) a statement for the previous calendar year, setting forth in reasonable detail the Access Road Maintenance Costs incurred by the Owner of Lot 1, and the Owner of Lot 2's and the Owner of Lot 3's share thereof; and (b) back up invoices for the Access Road Maintenance Costs covered by the statement, and evidence of payment thereof. Within thirty (30) days after the delivery of the foregoing, the Owner of Lot 2 and the Owner of Lot 3 shall each pay its share of the Access Road Maintenance Costs to the Owner of Lot 1. Any amounts which the Owner of Lot 2 or the Owner of Lot 3 fail to pay within such period shall bear interest at the rate of ten percent (10%) per annum from the date due to the date payment is made.

d. If the Owner of Lot 1 fails to perform any of its obligations under Section 3(b), each of the Owner of Lot 2 or the Owner of Lot 3 may perform such obligation on behalf of the Owner of Lot 1 after giving the Owner of Lot 1 at least seven (7) days written notice of its intention to do so. Notwithstanding the foregoing, if an emergency situation exists, no notice shall

be required. The Owner of Lot 1 shall reimburse the Owner of Lot 2 or the Owner of Lot 3, as the case may be, for any costs incurred by such Owner in curing such default (other than any costs which would be allocable to such Owner under Section 3(c)), together with interest at the rate of ten percent (10%) per annum from the date of such Owner incurring such costs, within ten (10) days after delivery of a statement from the Owner for the amount due. The exercise by an Owner of its rights under this Section shall not prejudice or waive any rights or remedies such Owner might otherwise have.

e. Notwithstanding the foregoing, the Owner of Lot 3 shall have no obligation to pay its share of the Access Road Maintenance Costs until and only after construction has commenced on any development, improvement, or building to be erected upon Lot 3. Until such time, the Owner of Lot 2 shall reimburse the Owner of Lot 1 for 4.96% of the Access Road Maintenance Costs and the Owner of Lot 1 shall remain responsible for the remaining 95.04% of the Access Road Maintenance Costs.

4. **Use Restriction.** The following uses shall be prohibited on the Property unless approved by all of the Owners:

- a. Outpatient dialysis, home hemo dialysis or related uses;
- b. Any tattoo parlor;
- c. Any strip club, massage parlor (except for a spa, which is permitted), adult bookstore or adult entertainment facility or the conduct of any obscene, pornographic or similar disreputable activities;
- d. Any hookah bar or so-called "head" shop;
- e. Any casino, off-track betting, gambling or gaming activities;
- f. Any check cashing facility;
- g. Any drug rehabilitation facility; and,
- h. Any car wash, automobile repair work or automotive service or gas station, tire store, automobile body shop, automobile, motorcycle, boat, trailer or truck leasing or sales.

Notwithstanding the foregoing, the use restriction listed in Section 4(a) hereabove shall not apply to Lot 1.

5. **Porch Easement.** Declarant, hereby creates, establishes and reserves for itself and for the benefit of the Future Owner of the Lot 2 with quitclaim covenants, the perpetual, non-exclusive easement appurtenant to construct and maintain (but not replace) the current portion of its porch which extends from the north property line of Lot 2 into the northern-most portion of Lot 1 from approximately three and 47/100's feet (3.47') to three and 54/100's feet (3.54') for a length of approximately eight and 11/100's feet (8.11') as shown on the Plan (the "Porch Easement"). In the event of a casualty or demolition of the structure erected upon Lot 2, Lot 2 Owner shall not have the right to reconstruct the porch or any portion of a replacement building such that it

encroaches into any portion of Lot 1 and this Porch Easement shall terminate and be of no further force or effect. Additionally, if the existing building on Lot 2 is destroyed in its entirety, then Lot 2 Owner must remove all portions of the porch that encroach onto Lot 1 at its sole cost and expense. Lot 2 Owner shall be responsible and shall indemnify and hold harmless the then-current and all Future Owners of Lot 1 for damages arising out of this Porch Easement. In addition, the Owner of Lot 2 shall be permitted to construct, install, and maintain a sidewalk no greater than five feet (5') in width onto Lot 1 along the north boundary line of Lot 2 limited to the northern wall of the existing building on Lot 2 for the limited use by pedestrians.

6. **General Terms Applicable to Easements.** In the exercise of their respective rights and obligations hereunder, each Owner and Future Owner shall do so at its sole expense (unless otherwise provided), shall comply with all applicable laws, regulations, ordinances and codes, shall undertake all work in good and workmanlike manner and at such times and in such manner as will minimize interference with each Owner's and Future Owner's use and enjoyment of the Property. Following completion of any work, each Owner or Future Owner performing such work will repair any damage to any other property and restore such property to equivalent condition. Notwithstanding the foregoing, and irrespective of any obligations to maintain any above-ground or sub-surface improvements, and unless expressly set forth to the contrary herein, each Owner or Future Owner shall be obligated to maintain the surface of its Property in such condition as is normal and customary for its use. Nothing contained herein shall be construed to permit or authorize the access by any Future Owner of the Property to another portion of the Property for any purposes other than those specifically set forth in this Declaration.

7. **Liability.** Nothing contained in this Declaration shall in any way be construed to impose liability on any Owner or Future Owner for the conduct or acts of any other Owner or Future Owner, or any other Owner's or Future Owner's employees, agents or contractors, nor shall anything in this Declaration be construed to compose a joint venture, partnership or other relationship between the parties other than as grantor and grantee of the easements, the rights-of-way and other rights created hereunder. The right and obligation of any Owner or Future Owner to perform repairs or other work within the Easement Area(s) shall not be construed to be a consent by the Owner of a burdened portion of the Property to subject the such burdened portion of the Property to a mechanics' lien or similar claims by any person supplying labor or materials for such work.

8. **Successors and Assigns.** The easements, restrictions, benefits, obligations and rights granted or reserved hereunder shall create mutual benefits and servitudes running with the land for the benefit of any portion of the Property as the same benefits such portion of the Property in accordance with Section 2 hereof, and any Owner, Future Owner, lessee or mortgagee of any portion thereof. The terms, conditions and covenants of this Declaration shall bind and inure to the benefit of the Future Owners, and their respective successors and assigns, and all other Future Owners of any portion of the properties affected by this Declaration.

9. **Indemnification.**

a. Each Future Owner agrees to protect, exonerate, defend, indemnify and hold all other Future Owners harmless from and against any and all costs, expenses, damages, losses or liabilities for bodily injury or property damage arising from any breach or default on the part of the other in the performance of any right, covenant or Declaration required to be performed by such indemnifying Future Owner pursuant to this Declaration or arising from any willful misconduct or negligence of such indemnifying Future Owner or any agent, servant or employee of the indemnifying Future Owner.

b. In the event that any action shall be brought against an indemnified Future Owner based upon any of the above and in respect of which indemnity may be sought, such indemnified Future Owner shall promptly notify the indemnifying Future Owner in writing, and the indemnifying Future Owner shall, if so requested by the indemnified Future Owner, assume defense thereof including employment of counsel reasonably acceptable to the indemnified Future Owner, the payment of all expenses and the right to negotiate and consent to the settlement with the prior written consent of the indemnified Future Owner. The indemnified Future Owner shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the indemnified Future Owner. The indemnified Future Owner shall not be liable for any settlement without its consent. If there is a final judgment for the plaintiff in any action covered by this provision, the indemnifying Future Owner agrees to indemnify and hold harmless the indemnified Future Owner from and against any loss or liability by reason of such a judgment.

c. The indemnifying Future Owner shall pay when due any judgments or claims for damages, penalties or otherwise and shall assume the burden and expense of defending all suits, administrative proceedings and resolutions of any description with all persons, political subdivisions or governmental agencies arising out of an occurrence described in Section 9(a) of this Declaration. In the event that such payment is not made, the indemnified Future Owner may proceed to file suit and collect such payment.

10. **Miscellaneous.**

a. Modification. This Declaration may only be modified, changed or terminated by a written agreement signed and acknowledged by each Owner.

b. Headings. Headings preceding the paragraphs of this Declaration are intended for convenience of reference only and shall not be applied in the interpretation of the subject matter of this Declaration.

c. Governing Law. This Declaration shall be interpreted and construed in accordance with the laws of the State of North Carolina.

d. Attorney's Fees. In the event that any litigation is commenced hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the non-prevailing party.

e. Counterparts. This Declaration may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

f. Perpetuity. Unless otherwise canceled, terminated or released of record, or unless otherwise provided for herein, all of the easements granted in this Declaration and all of the other rights and obligations hereunder shall continue in perpetuity.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:

COP SANFORD, LLC,
a Delaware limited liability company

By: [Signature]
Michael Milone
Manager

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF Chester :

On this 16th day of June, 2022, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Michael Milone, who acknowledged him/herself to be the duly authorized Manager of COP SANFORD, LLC, a Delaware limited liability company, and that he as such officer of such corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature] [SEAL]
Notary Public

My Commission Expires:
January 25, 2025

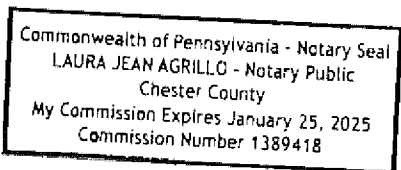


EXHIBIT A

PLAN

[See attached.]

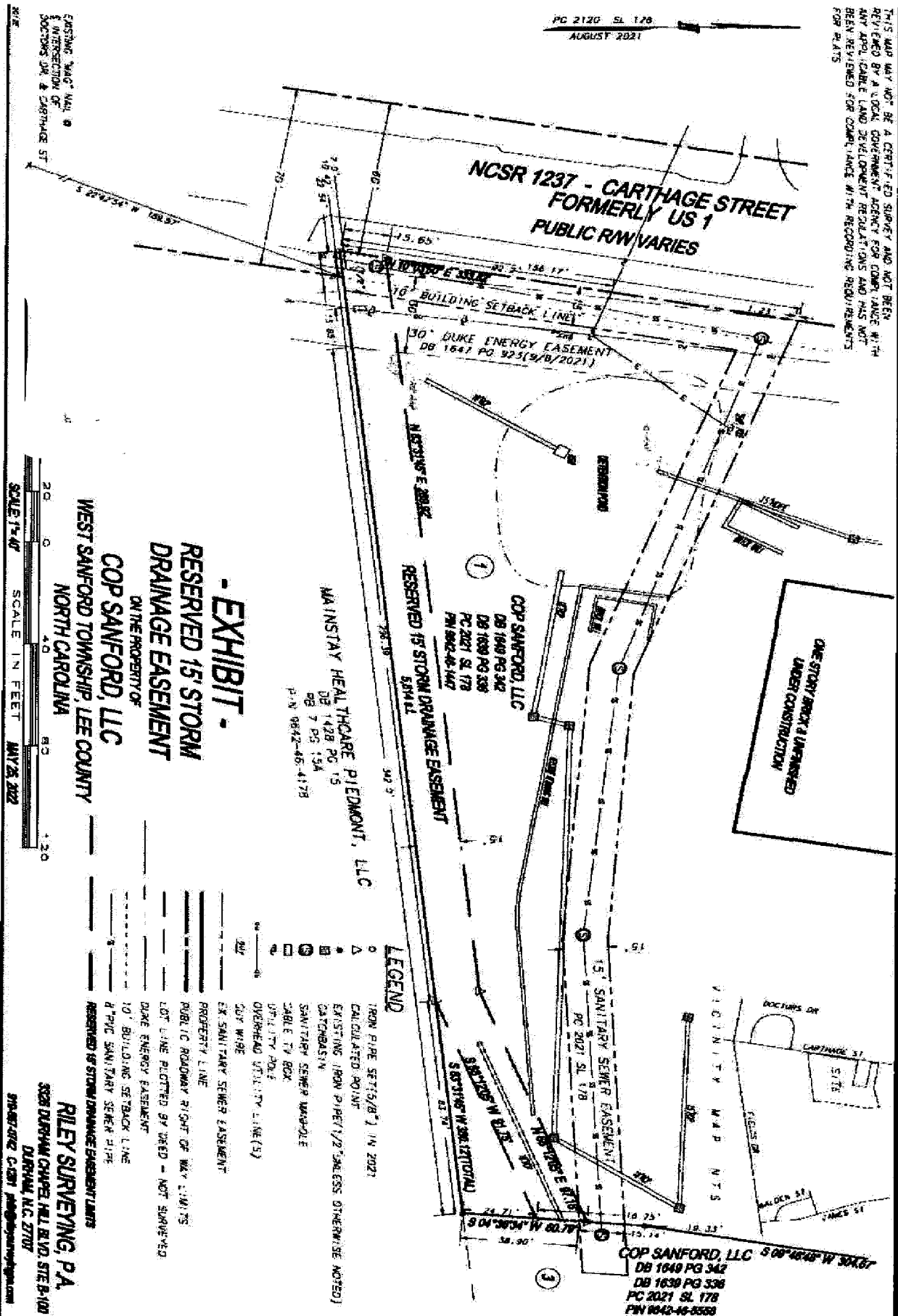
EXHIBIT B

Stormwater Drainage Easement

[See attached]

PC 2120 SL 178
AUGUST 2021

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND NOT BE REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



**NCSR 1237 - CARTHAGE STREET
FORMERLY US 1
PUBLIC R/W VARIES**

ONE STORY BRICK & LAMBRICK
UNDER CONSTRUCTION

- EXHIBIT -

**RESERVED 15' STORM
DRAINAGE EASEMENT**

ON THE PROPERTY OF
COP SANFORD, LLC
WEST SANFORD TOWNSHIP, LEE COUNTY
NORTH CAROLINA

MAINSTAY HEAL THCARE PIEDMONT, LLC
DB 1428 PG 15
DB 7 PG 15A
P.O. N. 9842-46-4178

RESERVED 15' STORM DRAINAGE EASEMENT
SMALL

LEGEND

- IRON PIPE SET(S) IN 2021
- △ CALCULATED POINT
- EXISTING IRON PIPE(1/2" UNLESS OTHERWISE NOTED)
- CATCHBASIN
- SANITARY SEWER MANHOLE
- ▣ CABLE TV BOX
- UTILITY POLE
- OVERHEAD UTILITY LINE(S)
- GUY WIRE
- EX. SANITARY SEWER EASEMENT
- PROPERTY LINE
- PUBLIC ROADWAY RIGHT OF WAY LIMITS
- LOT LINE PLOTTED BY DEED - NOT SURVEYED
- DUKE ENERGY EASEMENT
- 10' BUILDING SETBACK LINE
- 4" PVC SANITARY SEWER PIPE
- RESERVED 15' STORM DRAINAGE EASEMENT/LIMITS

SCALE 1"=40'
SCALE IN FEET
MAY 28, 2022

RILEY SURVEYING, P.A.
3828 DURHAM CHASE, HILL RD., STE B-100
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