

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Jul 07, 2016
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BOOK 09895
START PAGE 0586
END PAGE 0588
INSTRUMENT # 20419
RECORDING \$51.00
EXCISE TAX (None)
RA

DEED OF EASEMENTS

TITLE EXAMINATION BY PREPARER

Revenue: \$0.00

Prepared by and Return to:

Richard A. Galt, PLLC, 2533 Raeford Road, Fayetteville, NC 28305

This Deed of Easements is made and entered as of this 24th day of May, 2016 by and among **Lakeshore Harbor LLC**, a North Carolina limited liability company ("Lakeshore"), and **The Townes At Lakeshore Harbour Townhome Association, Inc.**, a North Carolina non-profit corporation ("HOA").

RECITALS

WHEREAS, Lakeshore is the owner of Lot 2B as shown on the plat entitled "SUBDIVISION SURVEY OF THE TOWNES AT LAKESHORE HARBOUR BUILDING 2 & 3" duly recorded in Plat Book 137, Page 80, Cumberland County, North Carolina Registry; and

WHEREAS, HOA is the owner of Lot 2A as shown on the plat entitled "SUBDIVISION SURVEY OF THE TOWNES AT LAKESHORE HARBOUR BUILDING 2 & 3" duly recorded in Plat Book 137, Page 80, Cumberland County, North Carolina Registry; and

WHEREAS, HOA wishes to confirm that it was the intention of Luxury to grant access to and from the above-described Lot 2A over the 30' Access Easement as the same is shown on the plat recorded in Plat Book 137, Page 80, Cumberland County, North Carolina Registry, as more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Access Easement Area"), for the benefit of said Lot 2A, and Lakeshore has agreed to confirm such intention as provided herein.

NOW THEREFORE, in consideration of the mutual benefits to be realized by such joint use, the mutual agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I EASEMENTS

1.01. Easements.

(a) Lakeshore does hereby establish, grant and convey to the HOA, its members, successors and assigns, for the benefit of the above-described Lot 2A, a perpetual, exclusive easement appurtenant over and through the Access Easement Area for the purpose of ingress and egress over the vehicular roadway, entrances and exits which are now or may hereafter from time to time be constructed on the Access Easement Area.

(b) No fence, wall, curb, or other barrier shall be erected or constructed so as to impede or interfere in any manner with or restrict the full and complete use and enjoyment by Access Easement Area of the foregoing easements.

(c) This instrument does not dedicate the said easements contained herein to the general public, nor does this instrument restrict the use and development of the Access Easement Area by Lakeshore.

**ARTICLE II
MISCELLANEOUS**

Section 2.01 Severability. If any of the covenants, conditions or terms of this Deed of Easement shall be found void or unenforceable for any reason whatsoever by any court of law or of equity, then every other covenant, condition, restriction or term contained herein shall remain valid and binding.

Section 2.02. Enforcement of Covenants. The parties hereto, their successors and assigns, shall have the authority to enforce any and all covenants, restrictions, conditions and reservations set forth in Deed of Easement against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation of the covenants contained herein and to recover damages for the breach or violation thereof.

Section 2.03. Captions: Singular, Plural and Gender. The section headings are intended for convenience only and shall not be construed with any substantive effect in this Deed of Easement. Words used herein shall be deemed to include the singular and plural and any gender as the context requires.

Section 2.04. Successors and Assigns. The easements provided for herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors, assigns, heirs, and tenants of each party hereto and shall remain in full force and effect and shall be unaffected by any change in ownership of the Access Easement Area, or any part thereof, or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein.

Section 2.05. Governing Law. This Deed of Easement shall be governed by and enforced in accordance with the laws of the State of North Carolina, without regard to its principles of conflicts of laws.

WITNESS THE FOLLOWING SIGNATURES AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

LAKESHORE HARBOR LLC

Chris Manning, Manager

(SEAL)

North Carolina
Cumberland County

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Chris Manning, Manager.

Dated: May 24, 2016

Lenora Ann Crandell
Printed Name: Lenora Ann Crandell
Notary Public

My commission expires: 7/15/2017



(N.P. SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE ACCESS EASEMENT AREA

The following described area of land lies on the northern side of Bahama Loop, in the Seventy-First Township and being a portion of the land in the deeds duly recorded in Deed Book 6978, Page 706 of the Cumberland County, North Carolina registry, and is more fully described as follows:

30' Access Easement

Commencing at a set iron rod on the northern right-of-way margin of the Bahama Loop and running thence with the northern line of said right-of-way margin with a curve as it curves to the right having a **radius of 205.00** feet and an **arc distance of 29.42** feet, chord bearing and distance of **S68°54'12"W 29.39** feet to a point, the **Point of Beginning**; thence continuing with said right-of-way margin with a curve as it curves to the right have a **radius of 205.00** feet and an **arc distance of 34.26** feet, chord bearing and distance of **S77°48'08"W 34.22** feet to a point; thence leaving said right-of-way margin and running with a new easement line **N16°34'05"E 62.64** feet to a point; thence with a curve as it curves to the right have a **radius of 45.00** feet and an **arc distance of 60.22** feet, chord bearing and distance of **N54°54'30"E 55.83** feet to a point; thence **S86°45'05"E 40.14** feet to a point in the northwestern line of Lot 2A; thence with said northwestern line **S30°40'57"W 33.80** feet to a point; thence leaving said line and running with a new easement line **N86°45'05"W 24.57** feet to a point; thence with a curve as it curves to the left have a **radius of 15.00** feet and an **arc distance of 20.07** feet, chord bearing and distance of **S54°54'30"W 18.61** feet to a point; thence **S16°34'05"W 46.17** feet to the **Point of Beginning**, said area of land containing 0.09 acres, more or less.