

(Drawn by and mail to) (cwl)  
ROBINSON, BRADSHAW & HINSON, P.A.,  
1900 INDEPENDENCE CENTER  
101 N. TRYON STREET  
CHARLOTTE, NC 28246

FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
1999 JUL 06 01:50 PM  
BOOK: 10596 PAGE: 803-808 FEE: \$16.00  
INSTRUMENT # 1999119489

**STATE OF NORTH CAROLINA**

**DRAINAGE EASEMENT**

**COUNTY OF MECKLENBURG**

THIS DRAINAGE EASEMENT (this "Easement") is granted this 6<sup>th</sup> day of July, 1999, by **FAISON-ARROWOOD PROPERTIES LIMITED PARTNERSHIP** (formerly known as FAISON-ARROWOOD PROPERTIES, LTD.), a North Carolina limited partnership ("Faison") to **FOREST PARK BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation (the "Association").

**BACKGROUND STATEMENT**

A. Faison is the owner of (I) a tract of land containing approximately 9.00 acres and described in Exhibit B attached hereto and made a part hereof ("Lot 14"), and (II) a tract of land containing approximately 7.28 acres and described in Exhibit B attached hereto and made a part hereof ("Lot 8") on the the plat recorded in Book 31, Page 431, Mecklenburg County Public Registry (the "Plat"), both located in the office park known as Forest Park, in the City of Charlotte, Mecklenburg County, North Carolina.

B. Located within Lot 14 is a drainage retention pond (the "Pond"), which serves Lot 14 and certain other properties with in the Forest Park development. Located within Lot 8 and Lot 14 are certain other drainage pipes and facilities (the "Drainage Facilities") which serve Lot 8, Lot 14 and certain other properties within the Forest Park development. Lot 8 and Lot 14, and certain adjoining properties, are encumbered by the recorded Declaration of Restrictive Covenants for Forest Park dated December 6, 1985 and recorded in Book 5141 at Page 927 in the Mecklenburg County Public Registry (as amended to date, the "Declaration"). Pursuant to the Declaration, the Association was formed to be responsible for the maintenance and repair of certain common areas within the Forest Park development.

C. Faison desires to grant a perpetual non-exclusive drainage and pond easement to the Association, for the benefit of itself and other property owners within Forest Park, over the portion of Lot 8 and 14 more particularly described on Exhibit A attached hereto, which contains the Pond and Drainage Facilities (the "Drainage Easement Area").

**GRANT OF EASEMENTS**

**NOW, THEREFORE**, in consideration of the premises and for the purposes set forth therein, Faison hereby grants to the Association, for the benefit of all "Owners" of any part of the "Properties" (as those terms are defined in the Declaration), and their successors and assigns, perpetual non-exclusive easements over the Drainage Easement Area for the purpose of using and, subject to the provisions of Paragraph 2 below, maintaining and replacing the Pond, Drainage Facilities and other storm drainage facilities (collectively the "Facilities") located

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within the Drainage Easement Area, and for discharging storm water through and into the Facilities, on the following terms and conditions:

1. **Construction of Drainage Improvements.** Faison has previously installed the Facilities.

2. **Other Rights.** The Association shall have a perpetual non-exclusive easement over Lot 8 and Lot 14 for the purpose of access to the Drainage Easement Area as may be reasonably necessary for the Association to exercise the easement rights granted in this Easement, provided that the owners of Lot 8 and Lot 14, acting reasonably, shall have the right to designate (and relocate from time to time) the route of such access. The Association shall promptly repair and restore any damage to Lot 8 or Lot 14 or the improvements or personal property thereon, and shall indemnify, defend and hold harmless the owners of Lot 8 and Lot 14 for any injury or loss to persons or property, occurring from such access. Faison expressly reserves, for the benefit of itself and each future owner of Lot 8 and Lot 14, the right to pave and landscape the surface of the Drainage Easement Area for the parking of motor vehicles, for driveways, roadways, and sidewalks, and for other purposes that do not interfere with the use and enjoyment of the easement rights created hereby. Faison also reserves, for the benefit of itself and each future owner of Lot 8 and Lot 14, the right to grant other utility easements to third parties through the Drainage Easement Area, so long as the use of any such easement does not unreasonably interfere with the use and enjoyment of the easement rights hereby granted.

3. **Maintenance of Facilities.** It is the intent of the parties that the easement interests in the Drainage Easement Area be considered "Common Property," as that term is defined in the Declaration, and as contemplated by the Declaration, the Association shall maintain, repair and replace as necessary the Facilities located within the Drainage Easement Area at its expense, subject to the right of the Association to levy assessments in the manner specified in Article VI of the Declaration. The Association agrees to repair and replace any damage to the landscaping, paving or other non-building improvements within the Drainage Easement Areas resulting from the performance of such work.

4. **Covenants Running With the Land.** The easements and conditions contained in this Easement are covenants running with the land; and shall be binding upon Faison and each future owner of fee simple title to all or part of Lot 8 and Lot 14, and their respective grantees, successors, assigns and lessees.

5. **No Rights in Public.** This Easement is not intended, and shall not be construed, to grant any rights or privileges to the public in general.

6. **Governing Law.** This Easement has been entered into under, and shall be construed in accordance with, the laws of the State of North Carolina.

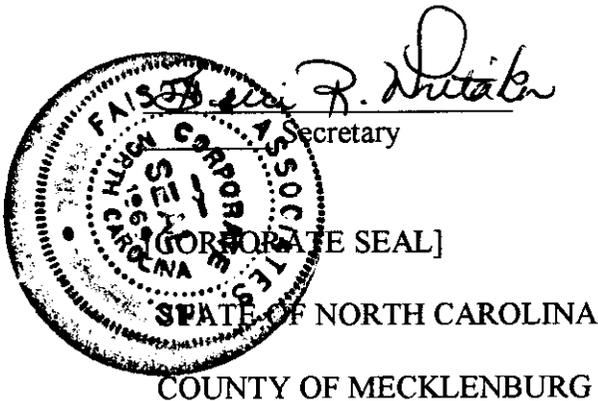
IN WITNESS WHEREOF, Faison has executed this Easement under seal as of the day and year first above written.

**FAISON-ARROWOOD PROPERTIES LIMITED PARTNERSHIP**, a North Carolina limited partnership (SEAL)

By: **FAISON-CHARLOTTE PROPERTIES LIMITED PARTNERSHIP**, a North Carolina limited partnership, General Partner (SEAL)

By: Faison & Associates, Inc., a North Carolina corporation, general partner

Attest:



By: D. B. Chandler  
Name: **DAVID B. CHANDLER**  
Title: **VICE PRESIDENT**  
A/K/A D.B. CHANDLER

COUNTY OF MECKLENBURG

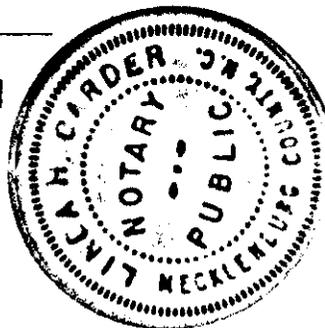
David B. Chandler This 6<sup>th</sup> day of July, 1999 personally came before me ~~David D. B. Chandler~~, who, being by me duly sworn, says that he is the President of FAISON & ASSOCIATES, INC., General Partner of FAISON-CHARLOTTE PROPERTIES LIMITED PARTNERSHIP, General Partner of FAISON-ARROWOOD PROPERTIES LIMITED PARTNERSHIP, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation, on behalf of said partnerships.

Lindell Carder  
Notary Public

My commission expires:

8/4/2003

[NOTARIAL SEAL]



C-586594v011.09158.01055

## **EXHIBIT A**

### **LEGAL DESCRIPTION PERMANENT DRAINAGE EASEMENT**

Lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point in the southeastern margin of the right-of-way of Forest Point Circle (60' public right-of-way), said point being located the following three (3) courses and distances from a point marking the common corner of Revised Lot 1 and New Lot 8, as shown on Final Plat of Lots 1, 7, 8 and 9, Forest Park, Phase I – Map 5, recorded in Map Book 28, Page 931 of the Mecklenburg County Public Registry (hereinafter the "Registry"): (1) S. 28-19-09 W. 62.36 feet to a point; (2) with the arc of a circular curve to the right, having a radius of 530.00 feet, an arc distance of 77.12 feet, and a chord bearing and distance of S. 32-29-16 W. 77.05 feet to a point; and (3) S. 36-39-23 W. 7.42 feet to the point and place of BEGINNING; thence, leaving the margin of the right-of-way of Forest Point Circle, S. 16-37-17 E. 14.81 feet to a point; thence S. 26-02-13 W. 149.95 feet to a point; thence S. 58-09-39 W. 141.30 feet to a point; thence S. 16-31-27 E. 401.45 feet to a point; thence S. 27-01-20 E. 17.98 feet to a point; thence S. 27-01-20 E. 124.62 feet to a point; thence S. 11-54-40 W. 232.05 feet to a point; thence N. 49-55-22 W. 185.64 feet to a point; thence N. 09-38-29 W. 230.30 feet to a point; thence N. 73-28-33 E. 129.10 feet to a point; thence N. 16-31-27 W. 380.98 feet to a point; thence N. 30-58-13 W. 34.23 feet to a point in the southeastern margin of the right-of-way of Forest Point Circle; thence, with and along the southeastern margin of the right-of-way of Forest Point Circle, the following two (2) courses and distances: (1) with the arc of a circular curve to the left, having a radius of 280.00 feet, an arc distance of 23.46 feet, and a chord bearing and distance of N. 77-47-31 E. 23.45 feet to a point; and (2) with the arc of a circular curve to the left, having a radius of 280.00 feet, an arc distance of 17.52 feet, and a chord bearing and distance of N. 73-35-59 E. 17.51 feet to a point; thence S. 26-15-04 E. 5.02 feet to a point; thence N. 39-54-18 E. 9.67 feet to a point in the southeastern margin of the right-of-way of Forest Point Circle; thence, with and along the southeastern margin of the right-of-way of Forest Point Circle, the following two (2) courses and distances (1) with the arc of a circular curve to the left, having a radius of 280.00 feet, an arc distance of 162.87 feet, and a chord bearing and distance of N. 53-19-11 E. 160.58 feet to a point; and (2) N. 36-39-23 E. 94.48 feet to the point and place of BEGINNING, as shown as Permanent Drainage Easement on ALTA/ACSM Land Title Survey prepared for Faison-Arrowood Properties Limited Partnership by F. Donald Lawrence & Associates, P.A., dated January 18, 1999, last revised June 9, 1999.

## **EXHIBIT B**

### **LEGAL DESCRIPTION 9.0 ACRES / FOREST POINT CIRCLE**

Lying and being in the City of Charlotte, Mecklenburg County, and being more particularly described as follows:

BEGINNING at an iron set in the northwest corner of Lot 8 as shown on "Final Record Map of Lot 8-Forest Park I" (hereinafter "Lot 8-Forest Park I") recorded in Map Book 31, Page 431 of the Mecklenburg County Public Registry (hereinafter the "Registry"), said iron set being located in the southern margin of the right-of-way of Forest Point Circle (60' public right-of-way); thence, with and along the boundary line of Lot 8-Forest Park I, S. 16-31-27 E. 451.00 feet to an iron set; thence, continuing with and along the boundary line of Lot 8 Forest Park I, S. 61-31-27 E. 235.26 feet to a monument found in the boundary line of Windsong Trails Subdivision as shown in that plat recorded in Map Book 15, Pages 41, 57, 67, 95, and 97 of the Registry (hereinafter "Windsong Trails"); thence, with and along the boundary line of Windsong Trails the following two (2) courses and distances: (1) S. 28-28-33 W. 301.30 feet to an iron found; and (2) N. 49-55-22 W. 526.79 feet to a point; thence, N. 50-54-48 W. 158.31 feet to an iron set; thence, N. 61-31-27 W. 336.39 feet to an iron set; thence, with the arc of a circular curve to the left, having a radius of 530.00 feet, an arc distance of 255.88 feet and a chord bearing and distance of N. 14-31-46 E. 253.40 feet to an iron set; thence, N. 00-41-56 E. 76.90 feet to an iron set; thence, with the arc of a circular curve to the right, having a radius of 20.00 feet, an arc distance of 31.42 feet and a chord bearing and distance of N. 45-41-56 E. 28.28 feet to an iron set; thence S. 89-18-04 E. 91.88 feet to an iron set; thence with the arc of a circular curve to the right, having a radius of 220.00 feet, an arc distance of 106.05 feet and a chord bearing and distance of S. 75-29-28 E. 105.03 feet to an iron set; thence S. 61-40-51 E. 168.69 feet to an iron set; thence with the arc of a circular curve to the left, having a radius of 280.00 feet, an arc distance of 164.10 feet and a chord bearing and distance of S. 78-28-14 E. 161.76 feet to a point; thence with the arc of a circular curve to the left, having a radius of 280.00 feet, an arc distance of 22.22 feet and a chord bearing and distance of N. 82-27-57 E. 22.22 feet to a point in the southern margin of the right of way of Forest Point Circle at its current terminus; thence, with and along the southern margin of the right of way of Forest Park Circle with the arc of a circular curve to the left, having a radius of 280.00 feet, an arc distance of 23.46 feet and a chord bearing and distance of N. 77-47-31 E. 23.45 feet to an iron set, the point and place of BEGINNING, containing 9.00 acres, more or less, as shown on the ALTA/ACSM Land Title Survey entitled "As-Built Survey of Lot 14 (revised) – Forest Park I for Faison-Arrowood Properties Limited Partnership (Owners)", dated January 18, 1999, last revised June 9, 1999, prepared by F. Donald Lawrence & Associates, P.A.



JUDITH A. GIBSON  
REGISTER OF DEEDS , MECKLENBURG COUNTY  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE NC 28202

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Filed For Registration: 07/06/1999 01:50 PM  
Book: RE 10596 Page: 803-808  
Document No.: 1999119489  
ESMT 6 PGS \$16.00

Recorder: MAXINE HAITH

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State of North Carolina, County of Mecklenburg

The foregoing certificate of LINDA H. CARDER Notary is certified to be correct. This 6TH of July 1999

JUDITH A. GIBSON, REGISTER OF DEEDS By: \_\_\_\_\_  
Deputy/Assistant Register of Deeds

*Maxine L. Haith*



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