

FOR REGISTRATION
Fredrick Smith
REGISTER OF DEEDS
Mecklenburg County, NC
2017 FEB 22 01:50:41 PM
BK:31583 PG:233-235
FEE:\$26.00
INSTRUMENT # 2017022669

PHETSL



Returned to customer

Prepared by and return to:
Irvin Law, PLLC
P.O. Box 2376
Davidson, NC 28036

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**REAFFIRMATION, RE-EXECUTION AND REACKNOWLEDGMENT OF PREVIOUSLY
RECORDED EASEMENT AGREEMENT**

The undersigned hereby reaffirm and re-acknowledge the terms and conditions of that certain Easement Agreement ("Easement Agreement") recorded on February 8, 2017 in Book 31554, Pages 288-292, Mecklenburg County, NC, Registry, by and between PRINCETON AT SOUTHAMPTON OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns ("Grantor") and MARVIN ROAD OFFICE, LLC, a North Carolina limited liability company, ("Grantee"), its successors and assigns, which terms and conditions are incorporated herein by reference as if fully set forth:

The undersigned hereby acknowledge that the purpose for recording this instrument is:

Anne Manttari executed the Easement Agreement on behalf of Grantor. Ann Manttari is the Treasurer of Grantor; however, her title was not completed in the signature block of the Easement Agreement and the acknowledgement stated that she was President of Grantor. Pursuant to the Bylaws of Grantor, Anne Manttari, as Treasurer, is authorized to sign the Easement Agreement on behalf of PRINCETON AT SOUTHAMPTON OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and does hereby reaffirm the execution of the Easement Agreement in her capacity as Treasurer of Grantor.

James E. Merrifield executed the Easement Agreement on behalf of Grantee. James E. Merrifield is the Manager of Merrifield Partners, LLC, Manager of MPV Marvin Road, LLC, Manager of Marvin Road Office, LLC; however, the signature block was completed incorrectly, describing his title as Partner. James E. Merrifield does hereby reaffirm the execution of the Easement Agreement in his capacity as Manager of Merrifield Partners, LLC, Manager of MPV Marvin Road, LLC, Manager of Marvin Road Office, LLC.

To the extent not inconsistent herewith, the undersigned hereby ratify and reaffirm the terms, conditions and conveyances contained in the above referenced instrument incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have duly executed this instrument, this the 15th day of February, 2017.

GRANTOR:

PRINCETON AT SOUTHAMPTON OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation

By: *Anne Manttari*
Name: ANNE MANTTARI
Title: Treasurer

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, *Betty J. Burkhart*, a Notary Public for the County and State aforesaid, certify that ANNE MANTTARI personally came before me this day and acknowledged that s/he is Treasurer of PRINCETON AT SOUTHAMPTON OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that s/he, being authorized to do so, executed the foregoing on behalf of said corporation.

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ANNE MANTTARI, Treasurer.

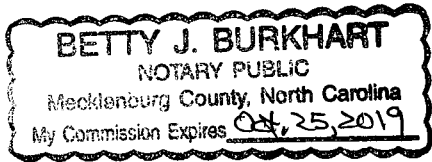
Feb, 15, 2017

Betty J. Burkhart
(Official Signature of Notary)

Notary's printed name: *Betty J. Burkhart*
Notary Public

My commission expires: *October 25, 2019*

STAMP/SEAL



[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

GRANTEE:

MARVIN ROAD OFFICE, LLC, a North Carolina limited liability company

By: **MPV Marvin Road, LLC**, a North Carolina limited liability company, Manager

By: **Merrifield Partners, LLC**, a North Carolina limited liability company, Manager

By: *James E. Merrifield*
Name: JAMES E. MERRIFIELD
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

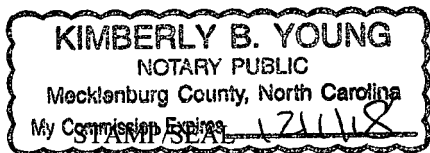
I, *Kimberly B Young*, a Notary Public for the County and State aforesaid, certify that James E. Merrifield personally came before me this day and acknowledged that he is Manager of Merrifield Partners, LLC, a North Carolina limited liability company, Manager of MPV Marvin Road, LLC, a North Carolina limited liability company, Manager of MARVIN ROAD OFFICE, LLC, a North Carolina limited liability company, and that he, being authorized to do so, executed the foregoing on behalf of Merrifield Partners, LLC, acting as Manager of MPV Marvin Road, LLC, acting as Manager of MARVIN ROAD OFFICE, LLC.

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James E. Merrifield, Manager.

February B. 2017

Kimberly B Young
(Official Signature of Notary)

Notary's printed name: *Kimberly B Young*
Notary Public



My commission expires: *12/1/18*

FOR REGISTRATION
Fredrick Smith
REGISTER OF DEEDS
Mecklenburg County, NC
2017 FEB 08 11:54:05 AM
BK: 31554 PG: 288-292
FEE: \$26.00
INSTRUMENT # 2017016903

TAYLORD



Drawn by and mail to:
Susan K. Irvin
P.O. Box 2376
Davidson, North Carolina 28036

Returned to customer

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made effective as of the 2nd day of February, 2017 (the "Effective Date") by PRINCETON AT SOUTHAMPTON OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns ("Grantor") and MARVIN ROAD OFFICE, LLC, a North Carolina limited liability company ("Grantee"), its successors and assigns.

RECITALS:

A. Grantor is the owner of that certain property conveyed to Grantor by deed recorded in Book 11205, Page 711 in the Mecklenburg County Public Registry, such portion of property being shown on plat recorded in Map Book 32, Page 987 (the "Plat") and being identified on the Plat as "Common Open Space," "Common Open Space (Princeton at Southhampton)," "Common Open Space - Easement Tract," "C.O.S.," or other similar designation (collectively, the "Grantor Property"); and

B. Grantee is the owner of that certain 4.395 acre parcel of land (the "Grantee Property") described in Book 29941, Page 141 in the Mecklenburg County Public Registry;

C. Grantee desires to connect the sewer lines and facilities serving the Grantee Property with the private sewer lines and facilities within the Grantor Property.

D. Grantor desires to grant an easement for access to, use of, and maintenance and repair of the sewer lines and facilities located within the Grantor Property.

NOW, THEREFORE, for and in consideration of Fifty Thousand and No/100 Dollars (\$50,000.00) and other good and valuable consideration, the receipt and sufficiency of which is

hereby acknowledged, Grantor and Grantee agree as follows:

AGREEMENT:

1. Grant of Utility Easement for the Benefit of Grantee Property. Grantor does hereby give, grant and convey to Grantee a perpetual easement (the "Easement") to, through and across the Grantor Property and the sewer lines, pipes and facilities located within the Grantor Property for the following purposes: (a) construction of sewer lines, facilities, pipes and other infrastructure related to a sewer system (all sewer lines, pipes and facilities existing within Grantor Property or to be constructed by Grantee hereinafter collectively described as the "Utilities"); (b) grading as needed to install the Utilities; (c) connection to Utilities of Grantor located within the Grantor Property; (d) use of the Utilities of Grantor located within the Grantor Property to serve the Grantee Property; (e) maintenance and repair of the Utilities; and (f) clearing obstructions that may, in the reasonable opinion of the Grantee, endanger or interfere with the use of such Utilities for the purposes herein stated. Such rights and privileges shall be for the benefit and use of any lessee, invitee and licensee of present and future owners of any portion of the Grantee Property for the purpose of affording such present and future owners, their lessees, invitees and licensees and each of their invitees and customers, the privilege of using the Utilities for the purposes herein stated. The consideration of Fifty Thousand and No/100 Dollars (\$50,000.00) to be paid by Grantee to Grantor shall be placed by Grantee in escrow with Morehead Title Company within three (3) days after the Effective Date and shall be released to Grantor when the connection of the Utilities to the sewer system within the Grantor Property is approved by Charlotte Water.

2. Utilities Fee. During the one (1) year period after the Effective Date of this Easement Agreement, Grantee shall use commercially reasonable efforts to obtain the approval by the applicable utility authorities of the dedication of the Utilities. Grantor's execution hereof evidences Grantor's consent to such dedication; however, if required by the applicable utility authority upon approval of the dedication, Grantor shall promptly consent to the dedication. Upon such dedication, this Easement shall terminate. In the event Grantee is unable, using commercially reasonable efforts, to obtain such approval on or before the date that is one (1) year after the Effective Date, this Easement shall continue in full force and effect and Grantee, or its successors or assigns in interest in the Grantee Property, shall pay to the Grantor a fee of Two Thousand and No/100 Dollars (\$2,000.00) each year on the anniversary of the date of this Easement Agreement.

3. Shared Easement. The Easement described in Paragraph 1 hereof shall be used by Grantee, its successors and assigns, for the benefit of the Grantee Property, in common with Grantor, its successors and assigns for the benefit of the Grantor Property. No other parties shall have the right to the use of the Utilities without the consent of Grantor and Grantee; provided, however, this provision shall not prevent Grantor and Grantee from dedicating the Utilities as set forth in Paragraph 2 hereof.

4. Binding Agreement. This Agreement and the rights contained herein are binding upon and inure to the benefit of the parties hereto, their successors and assigns, and are covenants running with the land.

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

6. Entire Agreement. This Agreement contains the entire understanding between the parties and supercedes any prior understanding or oral agreement between them respecting the subject matter of this Agreement. There are no representations, agreements or understandings relating to the subject matter hereof that are not fully expressed or incorporated herein.

7. Recordation. The parties hereto agree that this Agreement shall be recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

8. Miscellaneous. This Agreement may not be amended or modified except by written agreement signed by all of the parties hereto. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

PRINCETON AT SOUTHAMPTON OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation

By: Anne Manttari
Name: ANNE MANTTARI
Title: _____

STATE OF NORTH CAROLINA

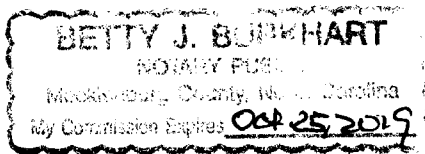
COUNTY OF MECKLENBURG

I, Betty J. Burkhardt, a Notary Public for the County and State aforesaid, certify that Anne Manttari personally came before me this day and acknowledged that s/he is _____ President of PRINCETON AT SOUTHAMPTON OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that s/he, being authorized to do so, executed the foregoing on behalf of said corporation.

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

February 2, 2017

Betty J. Burkhardt
(Official Signature of Notary)



Notary's printed name: Betty J. Burkhardt
Notary Public

STAMP/SEAL

My commission expires: October 25, 2019

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

GRANTEE:

MARVIN ROAD OFFICE, LLC, a North Carolina limited liability company

By: MPV Marvin Road, LLC, a North Carolina limited liability company, Manager

By: Merrifield Partners, LLC, a North Carolina limited liability company, Manager

By: *James E. Merrifield*
Name: James E. Merrifield
Title: Partner

STATE OF NORTH CAROLINA

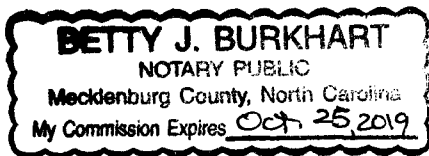
COUNTY OF MECKLENBURG

I, Betty J. Burkhart, a Notary Public for the County and State aforesaid, certify that James E. Merrifield personally came before me this day and acknowledged that he is Manager of Merrifield Partners, LLC, a North Carolina limited liability company, Manager of MPV Marvin Road, LLC, a North Carolina limited liability company, Manager of MARVIN ROAD OFFICE, LLC, a North Carolina limited liability company, and that he, being authorized to do so, executed the foregoing on behalf of Merrifield Partners, LLC, acting as Manager of MPV Marvin Road, LLC, acting as Manager of MARVIN ROAD OFFICE, LLC.

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

February 2, 2017

Betty J. Burkhart
(Official Signature of Notary)



Notary's printed name: Betty J. Burkhart
Notary Public

STAMP/SEAL

My commission expires: October 25, 2019