

Drawn by and HOLD FOR: Brian S. Edlin,  
JORDAN PRICE WALL GRAY JONES & CARLTON

**STATE OF NORTH CAROLINA**

**EASEMENT AGREEMENT FOR LOT 78  
BARHAM PLACE SUBDIVISION**

**COUNTY OF WAKE**

THIS EASEMENT AGREEMENT (hereinafter "Agreement") is made this the 23 day of FEBRUARY, 2016 by and between the **BARHAM PLACE HOMEOWNERS ASSOCIATION, INC.**, c/o PPM, Inc., 11010 Raven Ridge Road, Raleigh, NC 27614 (hereinafter, "Association") and **CHARLES ROMANO** and wife, **JOANN P. ROMANO** Romano (hereinafter collectively "Romano").

**WITNESSETH:**

WHEREAS, the Association, is responsible for maintaining the Common Area within the Barham Place Subdivision as more specifically set forth in the Declaration of Covenants, Conditions and Restrictions for Barham Place Subdivision recorded at book 1243, page 462 of the Franklin County Registry and at book 9197, page 89 of the Wake County Registry ("Declaration"); and

WHEREAS, Romano owns Lot 78 in the Barham Place Subdivision located at 6900 Barham Hollow Drive, Wake Forest, North Carolina 27587 as more particularly shown on the

map recorded at Book of Maps 2001, page 1911 of the Wake County Register of Deeds (hereinafter, "Lot 78");

WHEREAS, an entrance monument or sign and associated landscaping in the immediate proximity to said entrance sign or monument for the entrance to the Barham Place Subdivision and a well and components to an irrigation system which serve other areas of the Common Area (collectively, "Improvements") are all located on Lot 78 which Romano is willing to allow stay on Lot 78 subject to the terms of this Agreement;

WHEREAS, the developer of the Barham Place Subdivision inadvertently placed the Improvements outside the denoted, "30' x 30' sign easement" shown on the map recorded at book of maps 2001, page 1911 of the Wake County Register of Deeds, however, the parties desire to enter into this Agreement acknowledging the Association will maintain and have access to Lot 78 for the purposes of maintaining, the Improvements;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, given for valuable consideration, the sufficiency of which is hereby acknowledged, the Association and Romano, on behalf of themselves and their respective successors and assigns, do hereby covenant and agree as follows:

1. Romano hereby conveys and transfers to the Association all right, title and interest in the Improvements.

2. The Association, through its contractors, shall be granted an easement over Lot 78, as shown on the survey attached hereto as Exhibit A and more particularly described on Exhibit B attached hereto, for the purposes of keeping and maintaining the Improvements. Romano agrees not to remove, change, modify or relocate the Improvements. The Association will be responsible for all maintenance of the Improvements and will do so consistent with other Common Area in the Barham Place Subdivision.

3. The Association agrees to repair any portion of Lot 78 damaged as a result of the access to Lot 78 to fulfill the Association's maintenance duties as set forth herein.

4. This Agreement shall be binding on Romano and his successors, assigns, representatives, successors in interest, beneficiaries, co-tenants, leasees and any other person or entity having an interest in Lot 78, now or in the future. In the event Romano sells Lot 78, this Agreement shall be binding on the purchasers of Lot 78.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed the day and year first written hereinabove.

**BARHAM PLACE HOMEOWNERS ASSOCIATION, INC.**

By: Andrea Gallo  
Andrea Gallo, President

State of North Carolina

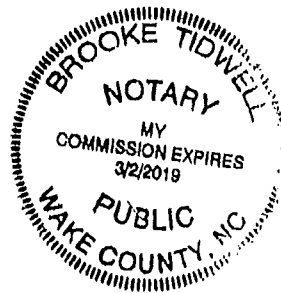
County of Wake

I, BROOKE TIDWELL (printed name of notary), a Notary Public for the county and state aforesaid, certify that ANDREA GALLO (printed name of signatory), of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 17 day of FEBRUARY, 2016.

Brooke Tidwell  
Notary Public

My Commission Expires: 3/2/2019

\*\*\*\*\*



Charles Romano  
Charles Romano

JoAnn P. Romano  
JoAnn P. Romano

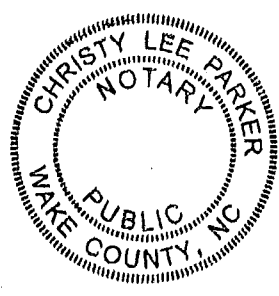
State of North Carolina

County of Wake

I, Christy Lee Parker (printed name of notary), a Notary Public for the county and state aforesaid, certify that Charles Romano and JoAnn P. Romano (printed name of signatory), of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 23<sup>rd</sup> day of February, 2016.

Christy Lee Parker  
Notary Public

My Commission Expires: September 4, 2017



SURVEY FOR

**BARHAM PLACE H.O.A.**

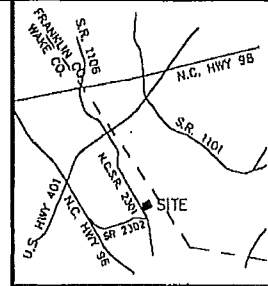
BARHAM PLACE SUBDIVISION  
 BARHAM HOLLOW DRIVE  
 PIN# 1779.02-69-1038  
 PIN# 1779.02-59-8481  
 REF: B.M. 2001 PAGE 1911

WAKE FOREST TOWNSHIP  
 WAKE COUNTY, NORTH CAROLINA

MAY 6, 2015

REVISED MAY 14, 2015

REVISED JULY 17, 2015



VICINITY MAP

**LEGEND:**

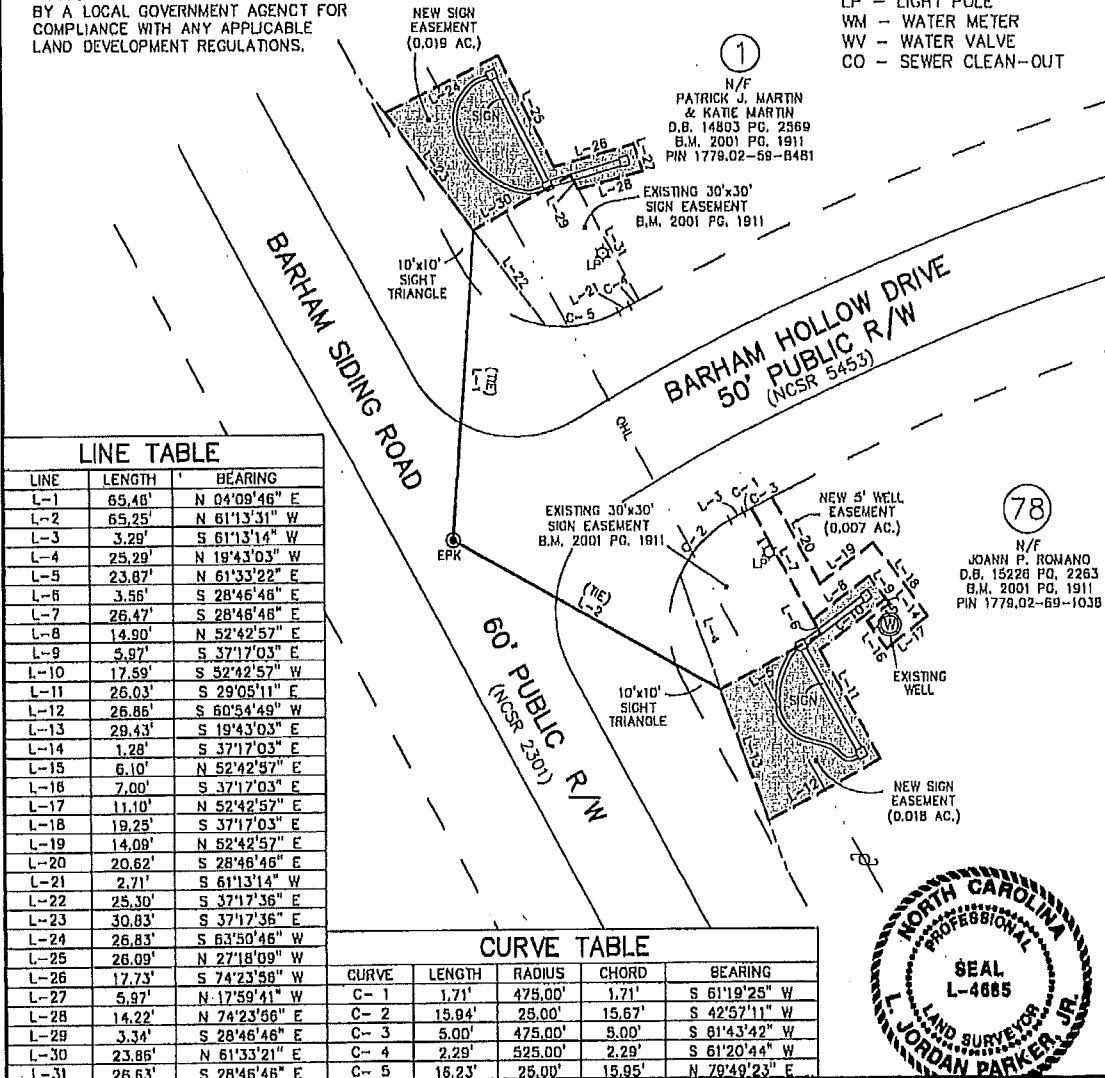
- EIP - EXISTING IRON PIPE
- EPK - EXISTING PK NAIL
- NIP - NEW IRON PIPE SET
- R/W - RIGHT OF WAY
- CATV - CABLE TV BOX
- EB - ELECTRIC BOX
- TEL - TELEPHONE PEDESTAL
- PP - POWER POLE
- OHL - OVERHEAD LINE
- LP - LIGHT POLE
- WM - WATER METER
- WV - WATER VALVE
- CO - SEWER CLEAN-OUT



SCALE 1"=30'

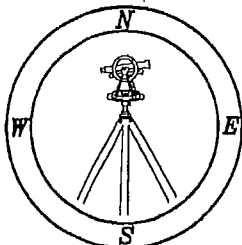
**NOTE:**  
 - THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

ADOPTED FROM B.M. 2001, PG. 1911



LINE TABLE		
LINE	LENGTH	BEARING
L-1	65.46'	N 04°09'46" E
L-2	65.25'	N 61°13'31" W
L-3	3.29'	S 61°13'14" W
L-4	25.29'	N 19°43'03" W
L-5	23.67'	N 61°33'22" E
L-6	3.56'	S 28°46'46" E
L-7	26.47'	S 28°46'46" E
L-8	14.90'	N 52°42'57" E
L-9	5.97'	S 37°17'03" E
L-10	17.59'	S 52°42'57" W
L-11	26.03'	S 29°05'11" E
L-12	26.86'	S 60°54'49" W
L-13	29.43'	S 19°43'03" E
L-14	1.28'	S 37°17'03" E
L-15	6.10'	N 52°42'47" E
L-16	7.00'	S 37°17'03" E
L-17	11.10'	N 52°42'57" E
L-18	19.25'	S 37°17'03" E
L-19	14.09'	N 52°42'57" E
L-20	20.62'	S 28°46'46" E
L-21	2.71'	S 61°13'14" W
L-22	25.30'	S 37°17'36" E
L-23	30.83'	S 37°17'36" E
L-24	26.83'	S 63°50'46" W
L-25	26.09'	N 27°18'09" W
L-26	17.73'	S 74°23'58" W
L-27	5.97'	N 17°59'41" W
L-28	14.22'	N 74°23'56" E
L-29	3.34'	S 28°46'46" E
L-30	23.86'	N 61°33'21" E
L-31	26.63'	S 28°46'46" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C-1	1.71'	475.00'	1.71'	S 61°19'25" W
C-2	15.04'	25.00'	15.67'	S 42°57'11" W
C-3	5.00'	475.00'	5.00'	S 61°43'42" W
C-4	2.29'	525.00'	2.29'	S 61°20'44" W
C-5	16.23'	25.00'	15.95'	N 70°49'23" E



**CAWTHORNE, MOSS & PANCIERA, P.C.**

Professional Land Surveyors  
 C-1525  
 333 S. White Street  
 Post Office Box 1253  
 Wake Forest, N.C. 27588  
 (919)556-3148

I DECLARE THAT THIS SURVEY COMPLIES WITH THE NORTH CAROLINA STANDARDS OF PRACTICE FOR SURVEYING, (SECTION 1600) FOR CLASS A SURVEYS AND THAT THE CALCULATED RATIO OF PRECISION BEFORE ADJUSTMENTS IS 1:10,000+. FURTHERMORE, PROPERTY CORNERS SHOWN ARE PRIMARY CONTROL MONUMENTATION FOR THE RE-ESTABLISHMENT OF PROPERTY CORNERS IN THE ABSENCE OF GRID MONUMENTS AND OTHER SUBDIVISION PROPERTY CORNERS. THIS SURVEY IS NOT TO BE RECORDED WITHOUT THE WRITTEN AUTHORIZATION OF THE SURVEYOR.

*[Signature]*  
 PROFESSIONAL LAND SURVEYOR L-4685

**EXHIBIT B****Sign Easement:**

BEGINNING at a point located near the northwestern corner of Lot 78 as shown on Book of Maps 2001, Page 1911, now or formerly owned by Joann P. Romano, which point is located S. 61° 13' 31" E 65.25 feet from an existing PK nail in the intersection of Barham Siding Road (NCSR 2301) with Barham Hollow Drive (NCSR 5453); thence S. 19° 43' 03" E 29.43 feet to a point, cornering; thence N. 60° 54' 49" E 26.86 feet to a point, cornering; thence N. 29° 05' 11" W 26.03 feet to a point, cornering; thence N 52° 42' 57" E 17.59 feet to a point, cornering; thence N. 37° 17' 03" W 5.97 feet to a point, cornering; thence S. 52° 42' 57" W 14.90 feet to a point, cornering; thence S. 28° 46' 46" E 3.56 feet to a point, cornering; thence S. 61° 33' 22" W 23.87 feet to a point, the point and place of BEGINNING, being 0.018 acres and being shown as "New Sign Easement" on Lot 78 as shown on survey entitled "Survey for Barham Place, H.O.A.," prepared by Cawthorne, Moss & Panciera, P.C., dated May 6, 2015, and last revised on July 17, 2015, reference thereto being made for greater certainty of description.

**Well Easement:**

Commencing at an existing PK nail in the intersection of Barham Siding Road (NCSR 2301) with Barham Hollow Drive (NCSR 5453); thence S. 61° 13' 31" E 65.25 feet to a point located near the northwestern corner of Lot 78 as shown on Book of Maps 2011, Page 1911, now or formerly owned by Joann P. Romano; thence N. 61° 33' 22" E 23.87 feet to a point, cornering; thence N. 28° 46' 46" W 3.56 feet to a point, the point and place of BEGINNING; from the point and place of BEGINNING, N 52° 42' 57" E 14.90 feet to a point, cornering; thence S. 37° 17' 03" E 5.97 feet to a point; thence S. 37° 17' 03" E 1.28 feet to a point, cornering; thence S. 52° 42' 57" W 6.10 feet to a point, cornering; thence S. 37° 17' 03" E 7.00 feet to a point, cornering; thence N. 52° 42' 57" E 11.10 feet to a point, cornering; thence N. 37° 17' 03" W 19.25 feet to a point, cornering; thence S. 52° 42' 57" W 14.09 feet to a point, cornering; thence N. 28° 46' 46" W 20.62 feet to a point, cornering; thence S. 61° 43' 42" W 5.00 feet along the arc of a curve having a chord bearing of 5.00 feet and a radius of 475.00 feet to a point, cornering; thence S. 28° 46' 46" E 26.47 feet to the point and place of BEGINNING, being 0.007 acres and being shown as "New 5' Well Easement" on Lot 78 as shown on survey entitled "Survey for Barham Place H.O.A." prepared by Cawthorne, Moss & Panciera, P.C., dated May 6, 2015, and last revised on July 17, 2015, reference thereto being made for greater certainty of description.