FOR REGISTRATION
Fredrick Smith
REGISTER OF DEEDS
Mecklenburg County, NC
2020 MAY 27 02:14:33 PM
BK:34616 PG:534-549
FEE:$30.00
INSTRUMENT # 2020075467
JACKSED

Drawn by and mail to:
Leslie H. Miller, Attorney
Miller & Hall, P.A.
P. O. Box 36957
Charlotte, NC 28236-6957

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of May, 2020, by and between ALEKSANDR ZEMLYANKO and wife, YELENA ZEMLYANKO ("Zemlyanko"); BARRY C. SMITH and wife, SUSAN LYNN SMITH ("Smith"); MICHAEL STEWART and wife, ANNE STEWART ("Stewart"); MARK E. BETHEA and wife, SUSAN C. BETHEA ("Bethea"); P. MICHAEL SANFORD and wife, DONNA H. SANFORD ("Sanford") and WILLIAM R. HOLSONBACK and wife, JAMIE N. HOLSONBACK ("Holsonback"); and MARIELA JABANA ("Jabana").

STATEMENT OF PURPOSE

A. Reference is herewith made to that Map recorded in Map Book 47 at Page 975 in the Mecklenburg County Register of Deeds, a copy (with additional marked up information added to clarify and address changes being made) of which is attached hereto as Exhibit A (the "Map"). Reference is also made to surveys prepared for the Sanford and Holsonback properties, denoted as Exhibits B and C, as well as the original Joe M. Miller Estate. survey denoted as Exhibit D, to which are attached hereto;

B. Zemlyanko, by Deed recorded in Book 34127, Page 236, is the owner of Tract A as shown on the Map; Smith, by Deed recorded in Book 33727, Page 368, is the owner of Tract B as shown on said Map; Stewart, by Deed recorded in Book 32529, Page 993, is the owner of the Tract identified as Joseph N. Griffin and N. Deane Brunson Co Trst as shown on the Map; Bethea, by Deed recorded in Book 34533, Page 174, is the owner of Lot 1 as shown on the Map; Sanford, by Deed recorded in Book 6356, Page 789, is the owner of that property identified on the map as owned by P. Michael Sanford and Donna H. Sanford; Holsonback, by Deed recorded in Book 26753, Page 234, is the owner of that property identified on the Map as owned by Lloyd E. McCleary and Therese A. McCleary; and Jabana, by Deed recorded in Book 33727, Page 767, is the owner of Lots 2 and 3 as shown on the Map;

C. The Exhibits reflect certain access easements across the property of Smith, Stewart, Bethea, Sanford and Jabana;

D. There is uncertainty regarding the exclusivity or non-exclusivity of said access easements, that is who or who does not have the right to use the access easements;

E. There is currently a paved driveway on Easements 5 and 6 shown on the Map. The paved driveway (Asphalt Drive) shown also on Exhibit C was constructed by Sanford and the previous owner of the Holsonback property in accordance with a Road Maintenance Agreement. Reference is hereby made to that Road Maintenance Agreement recorded in Book 6329, Page 25;

F. Bethea and Jabana plan on using the paved driveway, but arguably without legal authority to do so.

G. The current paved driveway is only wide enough for one (1) vehicle. If the driveway is going to be used by the current users (Sanford and Holsonback) and also by Bethea and Jabana and possibly Stewart and Smith, there would be a need to widen the paved driveway to accommodate two (2) vehicles passing each other. To the extent the paved driveway would need to be widened, it would need to be by a minimum of six (6) feet. The additional feet would be partly on Holsonback's or Sanford's fifteen (15) foot exclusive easements (Easements 5 and 6 shown on the Map) or on the common fifteen (15) foot non-exclusive easement which is designated as Easement 4 on the Map.

H. All the parties who are the owners hereto desire to set forth their rights and responsibilities regarding the access easements and driveway widening and maintenance responsibilities among some of the parties. The access easements are also deemed as utility easements, such that each property can be reached by the necessary utilities to provide essential services for residences.

IN CONSIDERATION OF the foregoing reasons and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. In that Zemlyanko's property fronts Bartlett Road and there is no need for access through said access easements, Zemlyanko relinquishes and waives any right to use the access easements and accordingly, has no maintenance obligations.

2. Smith and Stewart hereby reaffirm that said access easements cross their respective properties as shown on the Map. The parties agree that Smith and Stewart shall have the right to use said access easements if they so desire recognizing. however, that Smith and Stewart front Bartlett Road and currently access Bartlett Road through drives on their property. However, should Smith or Stewart choose to use the paved drive for access they agree to pay a fee that represents a portion of the cost to cover the initial widening and finishing of the paved drive access Smith and Stewart shall have no initial or maintenance obligations regarding the access easements if they choose not to use the paved drive as access to their residence or future residence added on their property. Should they choose to use the paved drive for access they agree to pay a fee that

represents a portion of the costs for widening the current drive as well as future maintenance cost paid by Bethea, Jabana, Sanford, and Holsonback.

3. The existing thirty (30') foot non-exclusive easement, (originated for use by the original four (4) lots of the Joe M. Miller Estate. and shown on Exhibit D), referenced in Book 4647, Page 792 to Page 803 as shown on the Map is dissolved and Bethea, Jabana, Holsonback and Sanford shall have access to their properties as hereinafter set forth.

4. The access easement which has been identified as Easement 1 on the Map shall be an exclusive fifteen (15') foot access easement for the benefit of Bethea.

5. The access easement which is identified as Easement 2 on the Map is an exclusive fifteen (15') foot access easement for the benefit of Lot 2 which is owned by Jabana.

6. Easement 3 which is identified on the Map shall be an exclusive fifteen (15') foot access easement for the benefit of Lot 3, which is owned by Jabana.

7. Easement 5 which is identified on the Map shall be an exclusive fifteen (15') foot easement as well as the exclusive fifteen (15) foot easement across the Sanford property for the benefit of Holsonback.

8. Easement 6 which is identified on the Map shall be an exclusive fifteen (15') foot easement for the benefit of Sanford.

9. Easement 4 which is identified on the Map shall be a non-exclusive easement for the benefit of Bethea, Jabana, Holsonback and Sanford as well as Stewart or Smith, should they choose to use the paved drive as access.

10. Being that the original installation costs and maintenance costs for the existing driveway has been covered for 29 plus years by the Sanford's and the current and previous owners of the Holsonback's property, it would be fair for the initial costs of the widening to be covered by Bethea and Jabana if they choose to be a part of the shared driveway. The initial widening would be done by grading and adding stone until the construction of homes on the Bethea and Jabana properties. At a time after the new homes are complete the widened portion of the driveway will be asphalted to match up to the existing paved driveway. The existing drive will also at that time be evaluated to decide the best course of action to repair the existing drive along with the paving of the widened portion. The cost responsibilities for the final finishing of the driveway is to be determined and agreed upon by all involved parties who intend on using the drive.

Should Bethea or Jabana choose to not use the common drive and choose to use their own access they will be responsible for their own costs and will be excluded from the use of the common drive. Should they want to be included at a later date, they will need to approach the included parties and get approval and pay a retroactive previously determined amount to the group of involved parties.

Each party is responsible for their own driveway once it has exited the common drive.

After completion of the final finished drive, maintenance is to be based on percentages to be determined up-front and at the time of the road/driveway agreement.

After road/driveway agreement is finalized any modification to the agreement must be agreed upon by all parties participating in the agreement.

11. Each party shall pay all general real estate taxes and assessments for the portion of any of the access easements, if any, located on that party's property.

12. All provisions of this Agreement, including the benefits and burdens, shall run with the land effected hereby and are binding and inure to the benefit of the record owners of the properties.

13. Nothing contained herein shall be construed as creating rights in the general public or as dedicating for the public use any portion of the lots. No easements, other than those expressly set forth herein, shall be implied by this Agreement.

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

15. Each party covenants with every other party that it is the owner in fee simple of the real property over which it herein conveys any easement or other right, and that the party signing on its behalf has the requisite authority to execute this Agreement on the party's behalf and bind it to the terms contained herein, has the right to grant the easements and other rights to convey above, and that the title to the same is marketable and free and clear of all encumbrances except for all other easements, covenants, restrictions and conditions of record and except for any financing liens for which consent and subordination of mortgage shall have been or shall be obtained. Each party hereto will warrant and defend its grantee's title to the easements and other rights it has conveyed against the lawful claims of all persons whomever.

16. Failure of any party to comply with any or all of the terms and conditions of this Agreement shall not, under any circumstances, entitle any other party to terminate any easement, but shall give right to such other remedies as may be provided in this Agreement or by law or equity. Except as expressly provided in this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and in addition to and not the exclusion of those provided by law or equity. Any modification to this Agreement must be in recordable form and be executed by the affected parties and shall not be effective until recorded in the public records of Mecklenburg County.

17. This Agreement shall not create an association, partnership, joint venture or principal and agency relationship between any of the parties. No waiver of any provision of this Agreement shall be deemed to imply or constitute a further waiver of that provision or any other provision. Should any provision be declared invalid by a legal authority of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.

18. The easements hereby established will not be terminated, by merger or otherwise, upon the conveyance of any of the Lots.

19. In the event of a violation of any of the provisions of this Agreement, the parties hereto agree that such violation shall cause the other party to suffer irreparable harm, and they shall have no adequate remedy at law. As a result, in the event of violation of any of the provisions of this Agreement, the non-defaulting party, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation of this Agreement.

SUMMARY STATEMENT

This Agreement Resolution along with Exhibits A-D are associated with the original Joe M. Miller Estate (Exhibit D) and addresses how the eight (8) properties that were part of the original four (4) properties are affected. The Agreement releases the one (1) property (Zemlyanko) not associated with the easements of any rights and responsibilities. The Agreement assigns each of the five (5) non-road frontage properties (Bethea, Jabana (1), Jabana (2), Sanford, Holsonback) its own Exclusive fifteen (15) foot easement, which satisfies Mecklenburg County's easement requirements for obtaining a building permit. The other two (2) properties (Smith and Stewart) have road frontage on Bartlett Road and do not require an easement, but are provided options should they choose to exercise the option to use the common drive. Therefore, instead of each property having its own separate drive and require clearing out multiple paths of trees the Agreement provides for a way to incorporate Easement 4, the fifteen (15) Non-Exclusive common easement into the existing drive, which currently exists inside the two (2) Exclusive Easements 5 and 6. To accomplish this the existing drive will be widened enough to allow two (2) cars to pass each other and will be done without overburdening one (1) specific easement. The combined driveway will also provide a more economical way of accessing each property as well as spreading out future maintenance costs.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGE TO FOLLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by authority given as of the date and year first above written.

_____ (SEAL)
ALEKSANDR ZEMLYANKO

_____ (SEAL)
YELENA ZEMLYANKO

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County of Mecklenburg and State aforesaid, certify that ALEKSANDR ZEMLYANKO and wife, YELENA ZEMLYANKO personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 21st day of May, 2020.

My Commission Expires: April 12 2021

Fleta N. Magee
Fleta N. Magee
Notary's Printed or Typed Name

(Affix Seal)

FLETA N MAGEE
NOTARY PUBLIC
COM. EXP. 04/12/2021
MECKLENBURG COUNTY, NC

_____(SEAL)
BARRY C. SMITH

_____(SEAL)
SUSAN LYNN SMITH

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County of Cabarrus and State aforesaid, certify that BARRY C. SMITH and wife, SUSAN LYNN SMITH personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 15 day of May, 2020.

_____
Nancy E. Boyden
Notary's Printed or Typed Name

My Commission Expires: 3/2/2021

(Affix Seal)

NANCY E BOYDEN
NOTARY
PUBLIC
CABARRUS COUNTY, NC

_____(SEAL)
MICHAEL STEWART

_____(SEAL)
ANNE STEWART

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County of Union and State aforesaid, certify that MICHAEL STEWART and wife, ANNE STEWART personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18 day of May, 2020.

My Commission Expires: 23 June 2024

Kaity Cruz
Notary's Printed or Typed Name

(Affix Seal)

KAITY CRUZ
MY COMMISSION EXPIRES
NOTARY PUBLIC
JUNE 23, 2024
UNION COUNTY, NC

Mark E. Bethea (SEAL)
MARK E. BETHEA

Susan C Bethea (SEAL)
SUSAN C. BETHEA

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County of Cabarrus and State aforesaid, certify that MARK E. BETHEA and wife, SUSAN C. BETHEA personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 26 day of May, 2020.

Jason Daughtry
Jason Daughtry
Notary's Printed or Typed Name

My Commission Expires: December 3, 2022

(Affix Seal)
Jason Daughtry
NOTARY PUBLIC
Cabarrus County, NC
My Commission Expires December 3, 2022

P. Michael Sanford (SEAL)
P. MICHAEL SANFORD

Donna H. Sanford (SEAL)
DONNA H. SANFORD

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County of Mecklenburg and State aforesaid, certify that P. MICHAEL SANFORD and wife, DONNA H. SANFORD personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 15th day of May, 2020.

Angela Ross
Notary's Printed or Typed Name

My Commission Expires: January 20, 2025

(Affix Seal)

ANGELA C. ROSS
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Jan. 20, 2025

_____ (SEAL)
WILLIAM R. HOLSONBACK

_____ (SEAL)
JAMIE N. HOLSONBACK

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County of Mecklenburg and State aforesaid, certify that WILLIAM R. HOLSONBACK and wife, JAMIE N. HOLSONBACK personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 20 day of May _____, 2020.

Alexa Reyes
Alexa Reyes
Notary's Printed or Typed Name

My Commission Expires: 23 June 2024

(Affix Seal)

ALEXA REYES
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 23, 2024
MECKLENBURG COUNTY, N.C.

Mariela Jabana (SEAL)
MARIELA JABANA

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County of Union and State aforesaid, certify that MARIELA JABANA personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18 day of May, 2020.

Jorge Coss Martinez
Notary's Printed or Typed Name

My Commission Expires: December 12-2022

(Affix Seal)

Jorge Coss Martinez
NOTARY PUBLIC
Union County, NC
My Commission Expires December 12, 2022

2007074974 MAP BOOK 47 PAGE 975

Exhibit A "The Map"

Attachment for Resolution of Easements for Old Joe M Miller Estate

NOTES:

1. IRON PINS AT ALL CORNERS UNLESS OTHERWISE NOTED.
2. TAX Parcel ID#: 193-061-07
3. DEED BOOK: 08 4147 PG 308
4. ZONING R (RESIDENTIAL TOWN OF FORT MILL ETJ)
5. THE SITE CONTAINS 10.47 AC.

ZONING: R
MINIMUM LOT AREA: 40000 SF (2 AC. FOR EASEMENT LOTS)
FRONT SETBACK: 40'
SIDE YARDS: 20'
REAR YARDS: 50'

APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE TOWN OF FORT MILL ORDINANCE ON 7/8/08
CHAIRMAN PLANNING BOARD

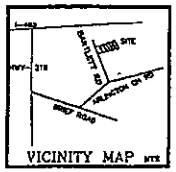
Marine Officer of Mecklenburg County, certify this map or plat to which this certificate is affixed meets all statutory requirements for recording.
Date 4/3/07

FORT MILL TOWN OF
APR 1 3 2007
3:53 PM

OWNER:
WILLIAM R BECK AND JESSALYN B BECK
(Tenants in Common)
9325 BARTLETT RD
CHARLOTTE, NC 28227

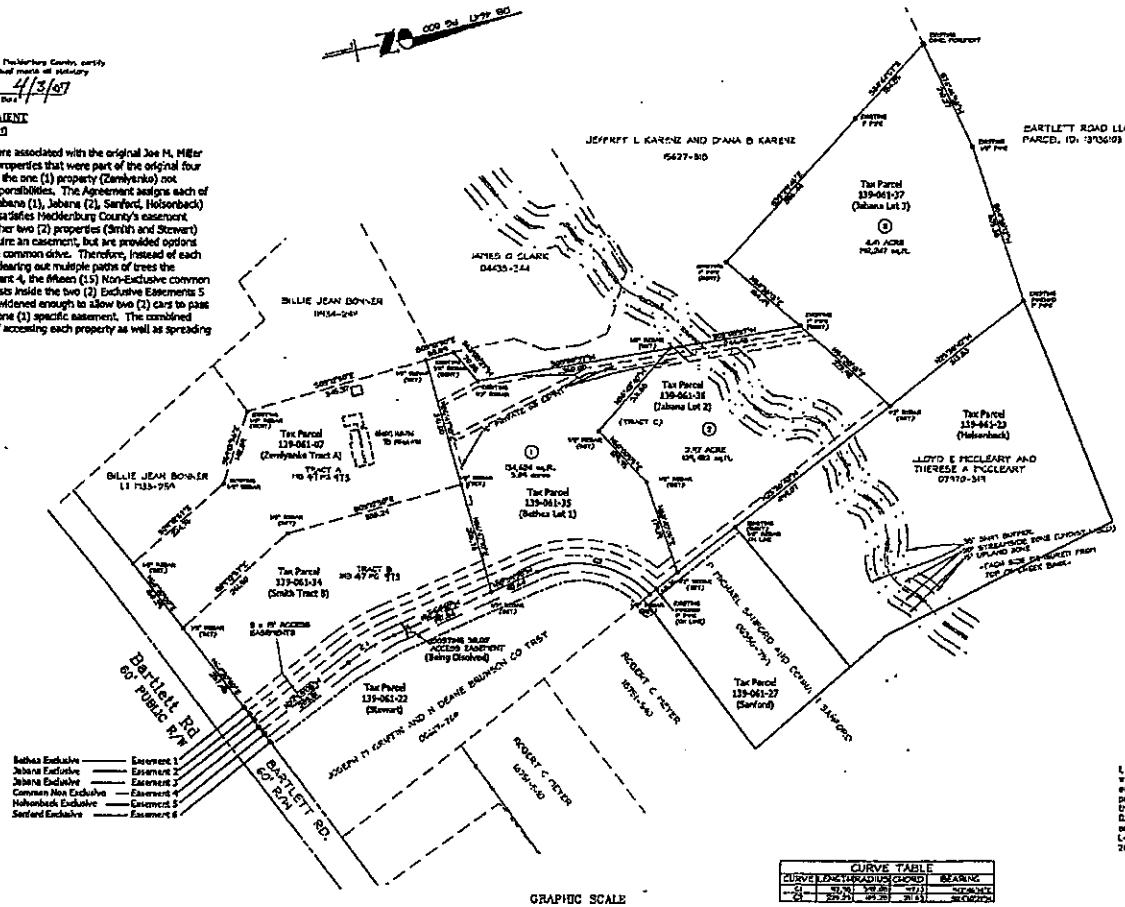
SUMMARY STATEMENT
(From Agreement)

This Agreement Resolution along with Exhibits A-D are associated with the original Joe M. Miller Estate (Exhibit C) and addresses how the eight (8) properties that were part of the original four (4) properties are affected. The Agreement releases the one (1) property (Zemlyanko) not associated with the easements of any rights and responsibilities. The Agreement assigns each of the five (5) non-road frontage properties (Bethea, Jabara (1), Jabara (2), Sanford, Holsenback) its own Exclusive fifteen (15) foot easement, which satisfies Mecklenburg County's easement requirements for obtaining a building permit. The other two (2) properties (Smith and Stewart) have road frontage on Bartlett Road and do not require an easement, but are provided options should they choose to exercise the option to use the common drive. Therefore, instead of each property having its own separate drive and require clearing out multiple paths of trees the Agreement provides for a way to incorporate Easement 4, the fifteen (15) Non-Exclusive common easement into the existing drive, which currently exists inside the two (2) Exclusive Easements 5 and 6. To accomplish this the existing drive will be widened enough to allow two (2) cars to pass each other and will be done without overburdening one (1) specific easement. The combined driveway will also provide a more economical way of accessing each property as well as spreading out future maintenance costs.



LINETYPE LEGEND

PUBLIC R/W	
ADJACENT	
PROPERTY LINE	
EASEMENT	
TERRAIN	
PIPE	



CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	93.74	57.00	67.11	N62°06'53"E
C2	229.74	65.28	261.53	S62°06'53"W

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

I, Frederick Ira Core, certify that this plat was drawn under my supervision from an actual field survey; that the ratio of precision is greater than 1:10000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number L-3043, and seal this 14th day of March, 2007.

Surveyor

NORTH CAROLINA PROFESSIONAL SEAL L-3043 LAND SURVEYOR

Civiltek Associates
Engineering Planning Surveying
1318 E8 Central Ave.
Charlotte, NC 28205
(704) 332-9004

MINOR SUBDIVISION PLAT (EASEMENT LOTS)
WILLIAM BECK PROPERTY - 10.52 ACRES ON BARTLETT ROAD
CLEAR CREEK TOWNSHIP,
MECKLENBURG COUNTY, NORTH CAROLINA

Revisions:

Drawn by: JDM
Approved by: FIC
Date: 3-23-2006
Job name:
Scale: 1"=100' (H) (V)

Sheet No. 1 of 1

Exhibit B

(Sanford Survey)

Map Book 23 Page 988

PRESENTED FOR REGISTRATION
'90 SEP 19 AM 10: 10

#90059014

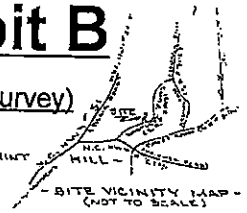
DESCRIPTION OF 15' WIDE EXCLUSIVE AND PERPETUAL EASEMENTS' CENTERLINES:

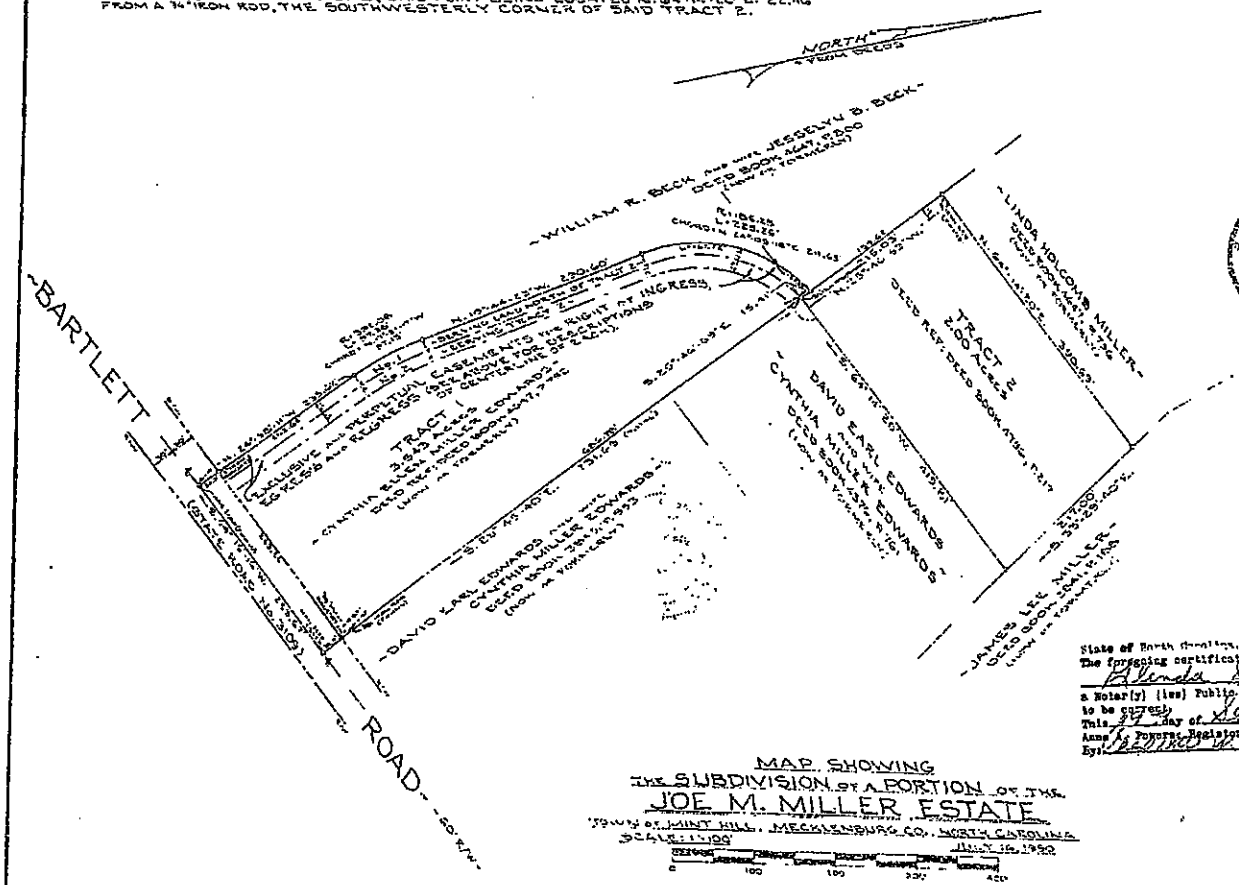
No. 1

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LIMIT OF BARTLETT ROAD (S.R. No. 3109), SAID POINT LOCATED N.64°16'16" E. 7.50' ALONG SAID RIGHT-OF-WAY LIMIT FROM A 1" IRON ROD ON THE WILLIAM R. BECK LINE, AND RUNS THENCE, N.26°38'11" W. 203.52' TO A POINT OF CURVATURE; THENCE WITH A CURVE, HAVING A RADIUS OF 384.56', AN ARC LENGTH OF 95.62' (CHORD: N.17°51'17" W. 95.37') TO A POINT OF TANGENCY; THENCE, N.10°44'23" W. 230.60' TO A POINT OF CURVATURE; THENCE WITH A CURVE, HAVING A RADIUS OF 177.75', AN ARC LENGTH OF 215.44' (CHORD: N.33°58'35" E. 202.49') TO A POINT ON THE WESTERLY LINE OF TRACT 2; THENCE, N.64°14'20" E. 7.50' TO A POINT; THENCE, N.25°46'55" W. 207.16' TO A POINT ON THE NORTHERLY LINE OF TRACT 2, SAID POINT BEING LOCATED N.64°14'20" E. 7.50' FROM A 1" IRON ROD, THE NORTHWESTERLY CORNER OF SAID TRACT 2.

No. 2

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LIMIT OF BARTLETT ROAD (S.R. NO. 3109), SAID POINT LOCATED N.64°16'16" E. 22.50' ALONG SAID RIGHT-OF-WAY LIMIT FROM A 1" IRON ROD ON THE WILLIAM R. BECK LINE, AND RUNS THENCE, N.26°38'11" W. 203.52' TO A POINT OF CURVATURE; THENCE WITH A CURVE, HAVING A RADIUS OF 365.56', AN ARC LENGTH OF 91.75' (CHORD: N.17°51'17" W. 91.56') TO A POINT OF TANGENCY; THENCE, N.10°44'23" W. 230.60' TO A POINT OF CURVATURE; THENCE WITH A CURVE, HAVING A RADIUS OF 162.75', AN ARC LENGTH OF 195.50' (CHORD N.33°43'14" E. 184.21') TO A POINT ON THE WESTERLY LINE OF DAVID EARL EDWARDS; THENCE N.64°14'20" E. 14.92' TO A POINT OF CURVATURE; THENCE WITH A CURVE, HAVING A RADIUS OF 7.54', AN ARC LENGTH OF 11.50 (CHORD: N.20°31'45" E. 10.42') TO A POINT ON THE SOUTHERLY LINE OF TRACT 2, SAID POINT BEING LOCATED N.64°16'16" E. 22.46' FROM A 1" IRON ROD, THE SOUTHWESTERLY CORNER OF SAID TRACT 2.





STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, William A. Soisset certify that the plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book ____, Page ____); that the boundaries not surveyed are clearly indicated as drawn from information found in Book ____, page ____; that the ratio of precision as calculated is 1:17,000; that this map was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 17th day of Sept., 1990.

(Seal or Stamp)

NORTH CAROLINA REGISTERED SEAL 1415 LAND SURVEYOR WILLIAM A. SOISSET

William A. Soisset
Surveyor
L-1415
Registration Number

North Carolina
Mecklenburg County

I, a Notary Public of the County and State aforesaid, certify that William A. Soisset, a licensed professional surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17th day of Sept., 1990.

(Official seal or stamp)

Glenda S. Smith
Notary Public

My commission expires 1/81, 1992

GLENDA S. SMITH NOTARY PUBLIC UNION COUNTY, N. C.

APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MINT HILL, NORTH CAROLINA 7/23/90
CHAIRMAN MINT HILL PLANNING BOARD
William H. Sinclair

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Glenda S. Smith
a Notary (ies) Public (is) (are) certified to be correct.
This 17 day of September, 1990
Anne M. Pomeroy, Register of Deeds
By: Deputy Assistant

MAP SHOWING
THE SUBDIVISION OF A PORTION OF THE
JOE M. MILLER ESTATE
TOWN OF MINT HILL, MECKLENBURG CO., NORTH CAROLINA
SCALE: 1:100'
JULY 16, 1990
0 100 200 300 400
ZONED R-20

NOTE:
THE ABOVE SURVEYED LAND COMES NOT IN THE 100 YEAR FLOOD HAZARD AREA ACCORDING TO THE U.S.D.I. NATIONAL FLOOD INSURANCE RATE MAPS

AREA COMPUTED WITH TI 58 PROGRAMMABLE CALCULATOR.

IN ACCORDANCE WITH THE "MINIMUM STANDARDS" UNLESS OTHERWISE NOTED

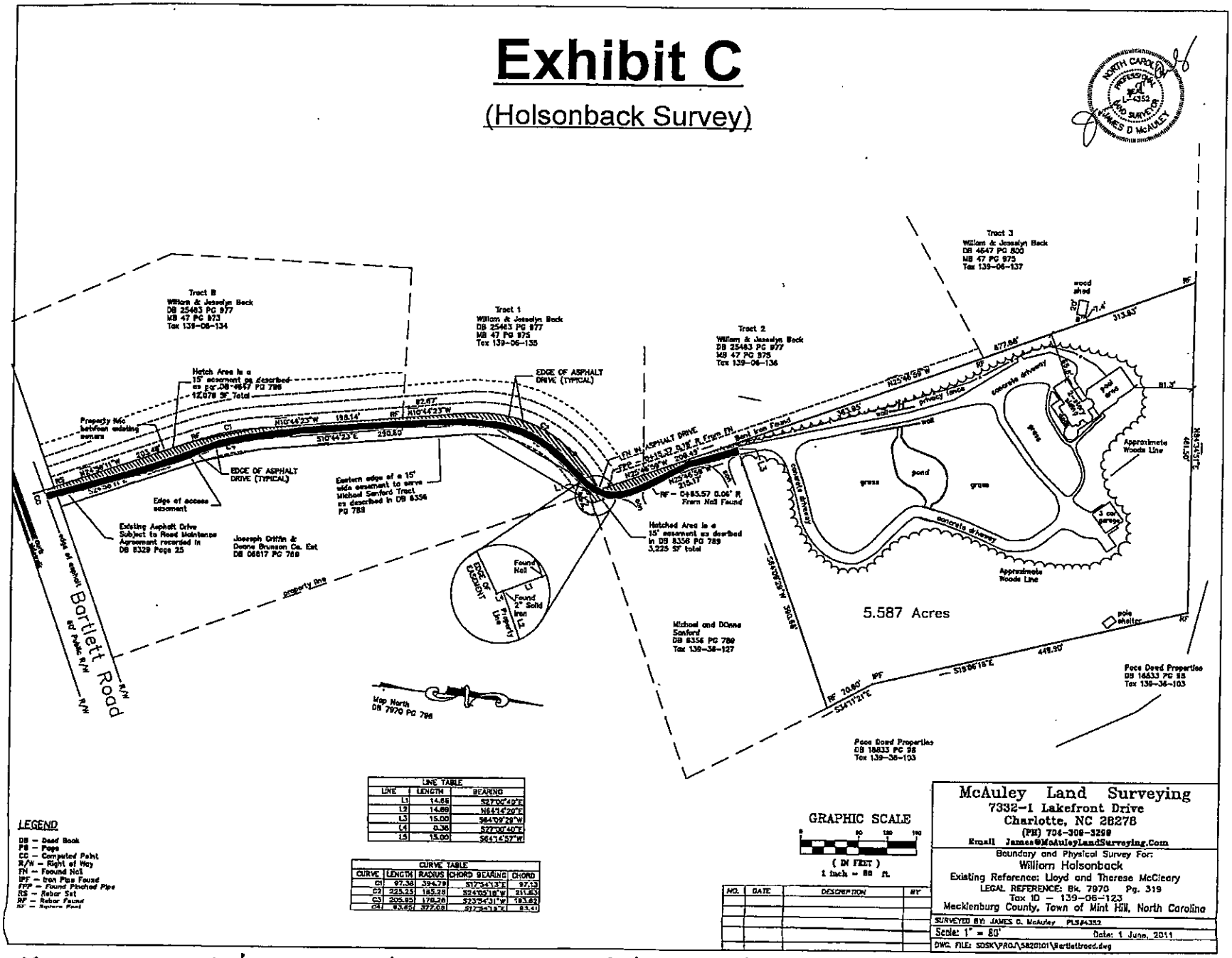
SURVEYED BY:
WILLIAM A. SOISSET, P.A.
1431 WEST MONROE STREET
CHARLOTTE, N.C. 28205
704-374-1000 704-376-5811

William A. Soisset
L-1415

E-117

Exhibit C

(Holsonback Survey)



LINE TABLE		
LINE	LENGTH	BEARING
L1	14.88	S27°00'49"E
L2	14.80	N64°14'29"E
L3	15.00	S64°09'29"W
L4	0.36	S72°00'40"E
L5	15.00	S64°14'27"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	97.38	394.79	S17°54'13"E	97.13
C2	225.25	185.28	S24°05'18"W	211.63
C3	205.95	170.28	S23°54'31"W	193.82
C4	93.60	377.08	S17°54'13"E	93.41

LEGEND

DB — Deed Book
PB — Page
CC — Computed Point
R/W — Right of Way
FN — Found Nail
IPF — Iron Pipe Found
FTP — Found Pinched Pipe
RS — Rebar Set
RF — Rebar Found
RF — Square Found

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

NO.	DATE	DESCRIPTION	BY

McAuley Land Surveying
7332-1 Lakefront Drive
Charlotte, NC 28278
(PH) 704-308-3298
Email James@McAuleyLandSurveying.Com

Boundary and Physical Survey For:
William Holsonback
Existing Reference: Lloyd and Therese McCleary
LEGAL REFERENCE: Bk. 7970 Pg. 319
Tax ID — 139-06-123
Mecklenburg County, Town of Mint Hill, North Carolina

SURVEYED BY: JAMES D. McAuley PLS#4352
Scale: 1" = 80' Date: 1 June, 2011
DWG. FILE: SDSK\PROJ\5820101\Bartlettroad.dwg

This Map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with any [illegible]

Exhibit D
(Joe M Miller Estate Survey)

[DEED BOOK PAGE]

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