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Fee Amt: \$26.00 Page 1 of 7

Orange County North Carolina
Mark Chilton, Register of Deeds
BK **6800** PG **376 - 382 (7)**

Wallace P. Yelland

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIVE COVENANTS

COUNTY OF ORANGE

PIN: 9788-37-5557 *W*

Prepared by: Eric W. Hinson, 1709 Legion Road, Chapel Hill, NC 27517
RETURN TO: Ann Anderson, Town Attorney, Town of Chapel Hill
405 Martin Luther King Jr. Blvd., Chapel Hill, NC 27514

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "**Declaration**") is made on the date hereinafter set forth by **Town of Chapel Hill**, a North Carolina municipal corporation in Orange County, North Carolina, (the "**Declarant**");

WITNESSETH:

WHEREAS, Declarant is the owner of all that certain tract or parcel of real property known and located at 130 E. Rosemary Street, Chapel Hill, Orange County, North Carolina as more particularly described in those certain deeds recorded in Book 450, Page 73 [Tract 2 or B]; Book 1269, Page 431 [Tract 3]; and Book 1269, Page 442 [Tract 3], all of the Orange County Registry, (the "**Property**"); and

WHEREAS, Declarant has constructed, proposes to construct, or may desire to construct, maintain and/or make certain improvements to the Property (the "**Improvements**") and other improvements to other properties owned by Declarant and other owner(s) constructed, proposed to be constructed, or desired to be constructed pursuant to that certain Economic Development Agreement for Rosemary Street Redevelopment-Opportunity Zone Project by and between Declarant and Grubb Management LLC dated October 1, 2020 (the "**EDA**") and other relevant documents and instruments, including but not limited to, that certain License Agreement by and between Declarant and Grubb Management LLC dated January 6, 2021 (the "**License Agreement**"); and

WHEREAS, Declarant desires that the Property and the value and desirability thereof be enhanced and protected and that viability, value and desirability of the project(s) pursuant to the EDA be enhanced, and to that end, desires to subject a portion of the Property to the covenants, conditions, and restrictions, hereinafter set forth, each and all of which is and are for the benefit of said Property and other properties and the owners thereof; and

WHEREAS, Declarant acknowledges that certain benefits will flow to Declarant and others from said Improvements;

NOW, THEREFORE, Declarant declares that the Property and, is and shall be owned, held, transferred, sold, conveyed, mortgaged, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth in this Declaration, which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Area of Restriction. That portion of the Property subject to the covenants, conditions and restriction set forth hereinafter is more particularly described as follows:

BEING a strip of varying width located along the common property line of the property to the east now or formerly owned by Franklin Office Chapel Hill LLC as described in that certain deed recorded in Book 6603, Page 282, Orange County Registry and designated as Parcel Identification Number 9788-37-7517, said area being more generally shown on Attachment A for illustrative purposes, and described as BEGINNING at an iron inside the now existing curb line of East Rosemary Street; running thence South 25° 28' 00" East 132.65' to a point; running thence South 64° 32' 00" West 19.06' to a point; running thence North 25° 09' 01" West 1.53' to a point; running thence South 64° 50' 59" West 10.93' to a point; running thence North 25° 28' 00" West 134.12' to a point inside the now existing curb line of East Rosemary Street; running thence along the inside of the now existing curb line of East Rosemary Street North 64° 32' 00" East 30.00' to the point and place of beginning.

(the "30' No Build Area").

2. No Improvements within 30' No Build Area. After completion of the Improvements, no permanent or affixed structure, improvement, fixture or the like shall be constructed, installed or otherwise placed within the 30' No Build Area unless the same is in compliance with all applicable fire and/or building code requirements and approved by the appropriate governmental authority in writing.

3. Maintenance of 30' No Build Area; General Appearance. An owner shall keep the 30' No Build Area in an orderly condition and shall keep the improvements thereon in a suitable state of repair.

4. Enforcement. Declarant and/or its designated successors or assigns shall have the right to enforcement of a violation or attempt to violate any of the covenants, conditions or restrictions as set forth in this Declaration. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to this Declaration in an amount to be determined by the court. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other covenant, condition, restriction or provision of this Declaration, which shall remain in full force and effect.

5. Severability. If any provisions of this Declaration shall be invalid, illegal or unenforceable, the offending provision shall be modified so as to be valid, legal and enforceable but only so much as to most nearly retain the intent hereof.

6. Amendment or Termination. The covenants, conditions and restrictions of this Declaration shall run and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by the Declarant as set forth below. As long as Declarant or its successors and assigns are a record owner of the Property, this Declaration may be amended or terminated by the Declarant or its successors and assigns without the consent of any other party, person or entity. No amendment or termination shall be effective unless it has been recorded in the office of the Register of Deeds of Orange County.

7. Declarant's Rights. Declarant reserves all rights and shall have the right to designate its successors or assigns by written instrument recorded in the office of the Register of Deeds of Orange County.

[Signature Page Follows]

The individual(s) signing this instrument on behalf of Declarant warrant(s) and represent(s) that (s)he has the authority to act and bind said Declarant to the terms and conditions of this instrument.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized officer, as of the 3rd day of November, 2022.

Declarant

IN WITNESS WHEREOF, the Town has duly executed the foregoing as of the day and year above written.

TOWN OF CHAPEL HILL

By: *Mary Jane Nirdlinger* (Seal)
Name: MARY JANE NIRDLINGER
Title: (Deputy) Town Manager

DATE: 11/02/2022

ATTEST:

(Corporate Seal)

By: *Sabrina M. Oliver* (Seal)
Name: SABRINA M. OLIVER
Title: (Deputy/Acting) Town Clerk



DATE: 11-02-2022

APPROVED AS TO FORM AND AUTHORIZATION:

By: *Ann M. Anderson* (Seal)
Name: Ann M. Anderson
Title: Town Attorney

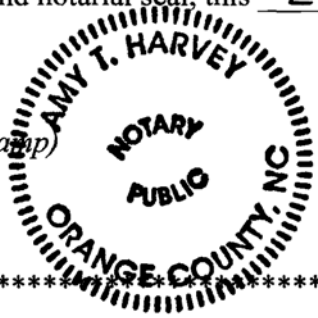
DATE: 11/3/2022

STATE OF NORTH CAROLINA, ORANGE COUNTY ss:

I, Amy T. Harvey, a Notary Public of the State of North Carolina, County of Orange, do hereby certify that SABRINA M. OLIVER, personally appeared before me this day and acknowledged that (s)he is (~~Deputy/Acting~~) Town Clerk of the Town of Chapel Hill, a North Carolina municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing and annexed instrument was signed in its name by Mary Jane Nirdlinger, its (Deputy) Town Manager, sealed with its corporate seal, and attested by (~~him~~)/(her) as its (~~Deputy/Acting~~) Town Clerk.

Witness my hand and notarial seal, this 2 day of November, 20 22.

(Official Seal or Stamp)

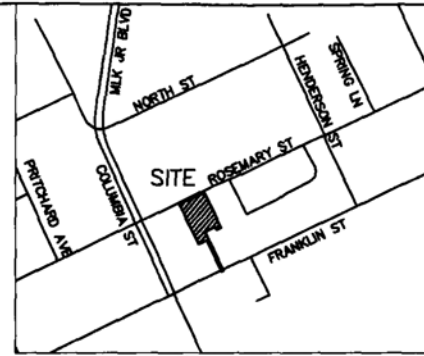


Amy T. Harvey
Notary Public
My Commission Expires: May 15, 2025

ATTACHMENT A
[for illustrative purposes]
[attached and follows]

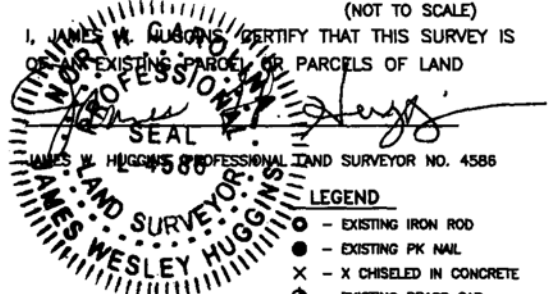
ATTACHMENT A

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.



VICINITY MAP (NOT TO SCALE)

CERTIFY THAT THIS SURVEY IS ON AN EXISTING PARCEL OR PARCELS OF LAND



LEGEND

- - EXISTING IRON ROD
- - EXISTING PK NAIL
- X - X CHISELED IN CONCRETE
- ⊕ - EXISTING BRASS CAP
- CP+ - COMPUTED POINT/BLDG CORNER
- ⊗ - EXISTING POWER POLE
- ⊗ - ELECTRIC MANHOLE
- ⊗ - SANITARY SEWER MANHOLE
- G- GAS LINE STUB OUT
- - SIGN
- ▨ - CATCH BASIN
- - GRATE INLET
- — — - PROPERTY LINE
- - - - - RIGHT OF WAY
- - - - - EXISTING EDGE OF PAVEMENT/CONCRETE
- - - - - ADJOINER PROPERTY LINE

E. ROSEMARY STREET
(45' PUBLIC R/W)
(PB 71, PG 124)

FRANKLIN OFFICE CHAPEL HILL LLC
DB 6603 PG 282
PIN: 9788377517

TOWN OF CHAPEL HILL
DB 1269 PG 442
PB 16 PG 4
PIN: 9788375557

NOW OR FORMERLY
JAMES M. RUMFELT
DB 1636 PG 199
PIN: 9788376425

NOW OR FORMERLY
WASK, LLC
DB 5298 PG 475
PIN: 9788376465

NOW OR FORMERLY
TARHEEL BOOK STORE
KURALT OFFICE
CONDOMINIUMS
DB 3604 PG 270
PB 99 PG 129
PIN: 9788375492

MICKELL PROPERTIES
DB 2286 PG 309
PIN: 9788375461

BRICK PAVERS BETWEEN EXISTING CURBLINE AND SIDEWALK

MULTI-STORY BRICK BUILDING UNDER RENOVATION

CONCRETE PAD

EXISTING CONCRETE PAD W/ ELEC TRANSFORMER

ASPHALT PARKING AREA

2-STORY BRICK BUILDING

NOW OR FORMERLY
JAMES M. RUMFELT
DB 1636 PG 199
PIN: 9788376425

NOW OR FORMERLY
WASK, LLC
DB 5298 PG 475
PIN: 9788376465

NOW OR FORMERLY
TARHEEL BOOK STORE
KURALT OFFICE
CONDOMINIUMS
DB 3604 PG 270
PB 99 PG 129
PIN: 9788375492

MICKELL PROPERTIES
DB 2286 PG 309
PIN: 9788375461

NO BUILD AREA LINE TABLE		
Line #	Direction	Length
L1	S25° 28' 00"E	132.65'
L2	S64° 32' 00"W	19.06'
L3	N25° 09' 01"W	1.53'
L4	S64° 50' 59"W	10.93'
L5	N25° 28' 00"W	134.12'
L6	N64° 32' 00"E	30.00'

NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO PROVIDE THE LIMITS OF A 30' NO BUILD AREA AS SET FORTH IN THE DECLARATION OF RESTRICTIVE COVENANTS TO BE RECORDED SIMULTANEOUSLY.
2. UNDERGROUND UTILITIES NOT LOCATED.
3. THIS IS NOT A BOUNDARY SURVEY. SURVEY INFORMATION IS BASED ON:
 - 3.1. ACTUAL FIELD SURVEY CONDUCTED ON 02/22/2021 BY THIS SURVEYOR.
 - 3.2. DEED BOOK 1269, PAGE 442, PLAT BOOK 16, PAGE 4, ORANGE COUNTY REGISTER OF DEEDS.
 - 3.3. UNRECORDED ALTA/ACSM LAND TITLE SURVEY OF FRANKLIN STREET PLAZA LLC, BY AMERICAN SURVEYING & MAPPING, INC. AND A BOUNDARY AND TOPOGRAPHIC SURVEY OF WALLACE PARKING DECK BY STEVEN M. INJASOULIAN, DATED 03/28/20.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS PROPERTY IS SUBJECT TO ANY SUCH FACTS OR EASEMENTS WHICH MAY BE DISCOVERED BY A FULL AND ACCURATE TITLE SEARCH.

NO BUILD AREA	
130 E. ROSEMARY STREET	
CHAPEL HILL TOWNSHIP, ORANGE COUNTY NORTH CAROLINA	
SURVEY BY: JAMES W. HUGGINS, PLS	SCALE: (NOT TO SCALE)
DATE: 2/17/2021	PIN: 9788-37-5557
OWNER: TOWN OF CHAPEL HILL, 405 MARTIN LUTHER KING, JR. BLVD, CHAPEL HILL, NC 27514	SURVEYED FOR: TOWN OF CHAPEL HILL
TOWN OF CHAPEL HILL 405 MARTIN LUTHER KING JR BLVD CHAPEL HILL, NC 27514	

REVISED: 11/02/21
01/10/22
10/25/22