

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

DRAINAGE DITCH PIPING AGREEMENT regarding Lot ____, Block____, Brandywine Bay Development, Section ____, Map ____, as shown in Map Book ____, page ____, Carteret County Registry (hereinafter the "Lot").

This Agreement is made for purposes of reference this ____ day of _____, _____, by and between Brandywine Owners Association, Inc. (hereinafter "BOA") a North Carolina nonprofit corporation and

_____ (hereinafter "Owner(s)").

STATEMENT OF EXPLANATION

The BOA is the homeowners' association that owns all the roads and the road right of ways, as well as the other common areas, in the community known as Brandywine Bay (hereinafter "Brandywine") located in Morehead City Township, Carteret County, North Carolina. The Board of Directors (hereinafter the "Board") of the BOA is responsible for managing the activities of Brandywine to include, but not limited to, maintaining the open drainage ditches located in the road right of ways throughout Brandywine. The Owners acknowledge that the drainage ditch lies within the right of way owned by the BOA. Regardless, the Owners of the Lot wish to install a drainage pipe, as well as the necessary drainage culverts and any other necessary piping, to direct the flow of surface and ground water into the piping in the drainage ditch that fronts the Lot and to cover and back fill the area above the newly installed piping to make the drainage area more visually appealing. As such, the Owners are herein requesting the BOA for approval to pipe and cover the drainage ditch fronting the Lot.

NOW THEREFORE, in consideration of the mutual promises and covenants set out hereinafter, and for good and valuable consideration given by Owners to the BOA, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

STATEMENT OF AGREEMENT

1. MAINTENANCE OBLIGATION.

Owner will be permitted to install, at Owners expense, underground piping and other appurtenances thereto (hereinafter the "Drainage System") as designed and approved by the BOA and the drainage committee in accordance with an engineering drainage study conducted in 2006, in the open drainage ditch fronting the Lot. Owner shall be responsible for any and all maintenance and repairs related to the Drainage System installed in the right of way. Owner shall not allow any excess silting to accumulate within the Drainage System and shall be responsible for keeping all pipes and catch basins free and clear of debris to allow for the free flow of water.

2. FAILURE TO MAINTAIN OR REPAIR THE DRAINAGE SYSTEM.

In the event Owner fails to maintain or repair the Drainage System, the BOA shall have the right, but not the obligation, to cause any necessary maintenance or repairs to be made to the Drainage System at the Owners expense. In the event that the BOA causes the maintenance or repairs to be made the Owner shall pay to the BOA, as a special Assessment, a sum equal to the actual cost for the work completed. Failure of Owner to pay the special assessment in a timely manner will result in a lien being placed upon Owner's Lot which will be enforced as allowed under North Carolina General Statute 47F-3-116.

3. RELEASE AND INDEMNITY.

Owner hereby releases the BOA and its officers and members of the Board of Directors from any and all liability related to the installation, maintenance and repair of the Drainage System. Furthermore, Owner shall indemnify and hold harmless the BOA, its officers and members of the Board of Directors from any and all claims, actions, and defenses against any such claims and actions, from other property owners within Brandywine or any third party which may result from the installation, maintenance and repair of the Drainage System.

4. BINDING AGREEMENT AND RECORDATION.

This Agreement shall run with the land and be binding upon the parties hereto and their successors in title. Furthermore, this Agreement shall be recorded in the office of the Register of deeds, Carteret County, North Carolina.

5. COMPLETE AGREEMENT.

This Agreement represents the complete agreement and understanding between the parties hereto. Any modification hereof must be in writing, properly executed by all the parties hereto which or who would be affected hereby and properly recorded in the office of the Register of deeds, Carteret County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above.

Brandywine Owners Association, Inc.:

By: _____

(Corporate seal)

Signature: _____

Title: President

Attest: _____

Secretary

Owners:

By: _____

_____ (SEAL)

_____ (SEAL)

COUNTY OF CARTERET
STATE OF NORTH CAROLINA

I, _____, a Notary Public for said County and State,
certify that _____ of Brandywine Owners Association, Inc.,
personally appeared before me this day and acknowledged the due execution of the foregoing
agreement on behalf of the corporation.

Witness my hand and official stamp of seal, this _____ day of _____,
_____.

Notary Public

Printer name of Notary Public

My Commission expires: _____

COUNTY OF CARTERET
STATE OF NORTH CAROLINA

I, _____, a Notary Public for said
County and State, certify that _____ and
_____, personally appeared before me this day and
acknowledged the due execution of the foregoing agreement as Owners.

Witness my hand and official stamp of seal, this ____ day of _____,
_____.

Notary Public

Printed name of Notary Public

My Commission expires: _____