

ENCROACHMENT AND SETBACK EASEMENT AGREEMENT

THIS ENCROACHMENT AND SETBACK EASEMENT AGREEMENT ("Agreement") is made this 18 day of August, 2025, by and between:

Grantor: James Andre & Meghan Caldwell, owner of the real property located at 6126 Treehouse Dr. (Lot#38), Mecklenburg County, North Carolina, 28214 ("Grantor"),
and

Grantee: Jean Paul Cosentino & Melinda Cosentino, owner of the real property located at 6136 Treehouse Dr. (Lot#39), Mecklenburg County, North Carolina, 28214 ("Grantee").

RECITALS:

WHEREAS, Grantor is the fee simple owner of the parcel of land described in Exhibit A attached hereto and incorporated herein (the "Grantor Property");

WHEREAS, Grantee is the fee simple owner of the parcel of land described in Exhibit B attached hereto and incorporated herein (the "Grantee Property");

WHEREAS, the existing garage structure located on the Grantee Property encroaches into a 5' property line setback area required under the Charlotte Unified Development Ordinance, with a portion of the structure situated approximately 1.5 feet from the common property line shared with the Grantor Property;

WHEREAS, the parties desire to confirm and formalize the Grantor's consent to such encroachment, and to grant a limited and perpetual easement allowing the encroachment to remain, for the benefit of the Grantee Property and its successors and assigns;

AGREEMENT:

1. Grant of Easement.

Grantor hereby grants and conveys to Grantee, and Grantee's heirs, successors, and assigns, a perpetual, non-exclusive easement over, upon, and across the portion of the Grantor Property affected by the existing setback encroachment, for the sole purpose of allowing the existing garage structure and any overhangs, eaves, or appurtenances thereto to remain in their current location as constructed as of the date of this executed agreement.

2. Scope and Limitations.

- (a) This easement is limited to the existing encroachment and does not authorize expansion, reconstruction outside the existing footprint, or any additional encroachment without further written consent of Grantor or Grantor's successors.
- (b) This easement does not convey any fee simple title or general use rights to the encroached portion of the Grantor Property beyond the purpose stated herein.

3. Covenants Running with the Land.

This Agreement and the rights and obligations contained herein shall run with the land and shall be binding upon, and inure to the benefit of, the respective heirs, successors, and assigns of the parties.

4. Acknowledgment of Applicable Law.

The parties acknowledge that this Agreement is intended to support the Grantee's efforts to obtain any necessary after-the-fact building permits, variances, or approvals from the City of Charlotte and/or Mecklenburg County, but does not itself waive or modify any governmental requirements.

5. Entire Agreement.

This Agreement contains the entire understanding between the parties concerning the subject matter hereof, and may not be amended except in a writing signed by both parties and recorded in the Mecklenburg County Registry.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

GRANTOR:

Signature: James Andre

Printed Name: James Andre

Signature: Meghan Caldwell

Printed Name: Meghan Caldwell

GRANTEE:

Signature: Jean Paul Cosentino

Printed Name: Jean Paul Cosentino

Signature: Melinda Cosentino

Printed Name: Melinda Cosentino

NOTARY ACKNOWLEDGMENT

State of North Carolina

County of Mecklenburg

I, Shawn V. Luu, a Notary Public for the County and State aforesaid, certify that **James Andre & Meghan Caldwell** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 18 day of August, 2025.

Notary Public Signature: Shawn V. Luu

Printed Name: Shawn V. Luu

My Commission Expires: 6-22-27

(Seal)

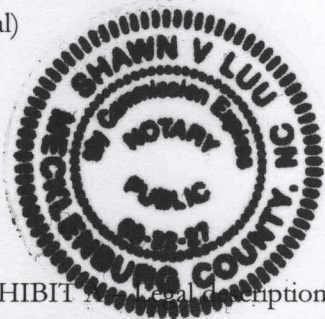


EXHIBIT A – Legal description of Grantor Property

EXHIBIT B – Legal description of Grantee Property

EXHIBIT C – Lot 39 Survey with Garage Location (Not to Scale)

"I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM REFERENCED MAP; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY EXCEEDS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.16001)."

FILE:SHV39

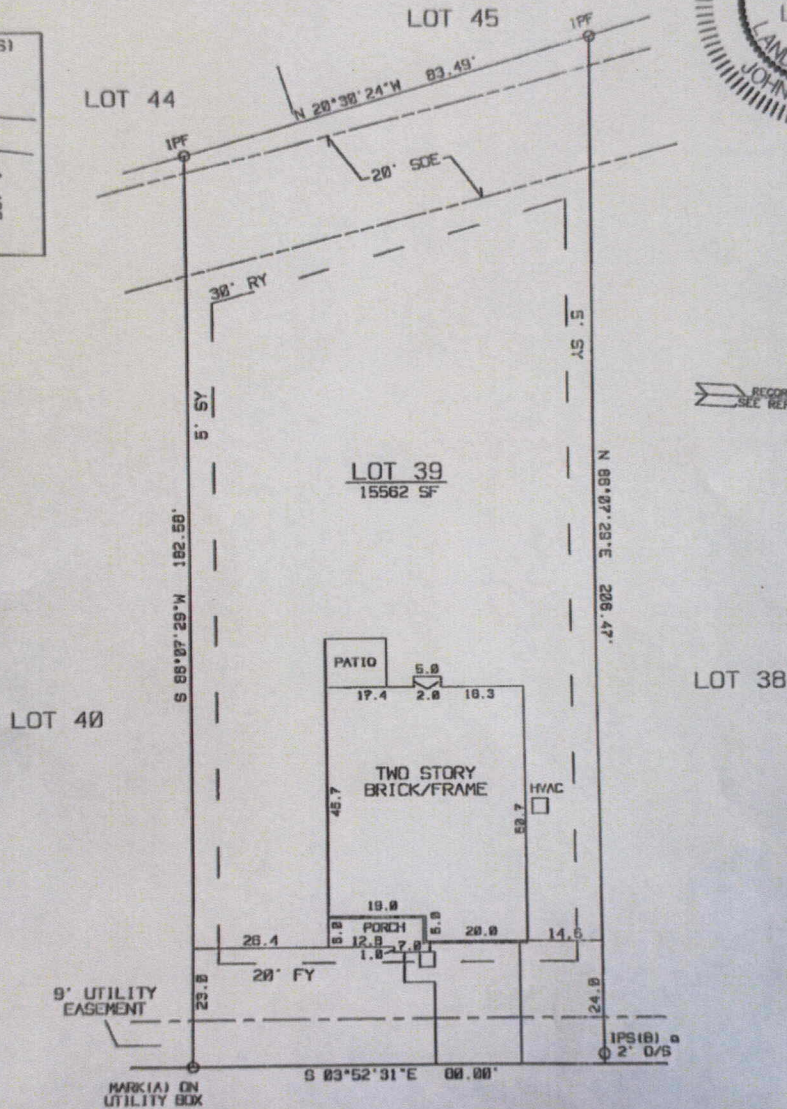
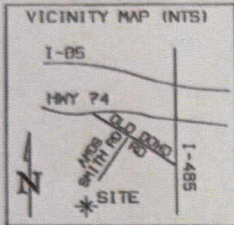
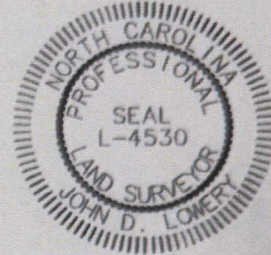
SIGNED

JOHN D. LOWERY NCPLS L-4530
DATE: JUNE 3RD, 2024

THE IMPERVIOUS AREA FOUND TO BE WITHIN THE BOUNDARIES OF THIS LOT IS AS FOLLOWS:

HOUSE: 2022 SF
DRIVEWAY & SIDEWALKS: 421 SF
MECHANICALS: 9 SF
PATIO: 120 SF

TOTAL IMPERVIOUS AREA: 2572 SF
MAXIMUM IMPERVIOUS AREA ALLOWED: 5400 SF



TREEHOUSE DRIVE

56' PUBLIC R/W

NOTE: U.G. UTILITIES IN AREA SERVING OTHER PROPERTIES, THIS PROPERTY SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD, SEE RECORDED PLAT FOR FURTHER NOTES.

IPF - IRON PIN FOUND
IPS - IRON PIN SET
B/C - BACK OF CURB
O/S - OFFSET
SDE - STORM DRAIN EASEMENT
FY - FRONT YARD
SY - SIDE YARD
RY - REAR YARD

TIES:

MARK(A) S 15°04'04"E 91.61'
TO A NAIL IN B/C
IPS(B) N 08°30'51"E 16.04'
TO A NAIL IN B/C

PHYSICAL SURVEY

OF
6136 TREEHOUSE DRIVE
LOT 39 OF VINEYARDS AT LAKE WYLIE TRACT 3 MAP 2
BERRYHILL TOWNSHIP, MECKLENBURG COUNTY, N.C.
PROPERTY OF OR HORTON HOMES

0' 15' 30' 60'
SCALE: 1 INCH = 30' FEET

AREA BY COORDINATE COMPUTATION
RECORDED IN BOOK 71
AT PAGES 188-189

JENKINS & LOWERY PLS PA
3409 OLD CHARLOTTE HWY
MONROE, NC 28110
PHONE: (704) 821-3350
NC FIRM # C-3167

"I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM REFERENCED MAP; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY EXCEEDS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 121 NCAC 56.16001."

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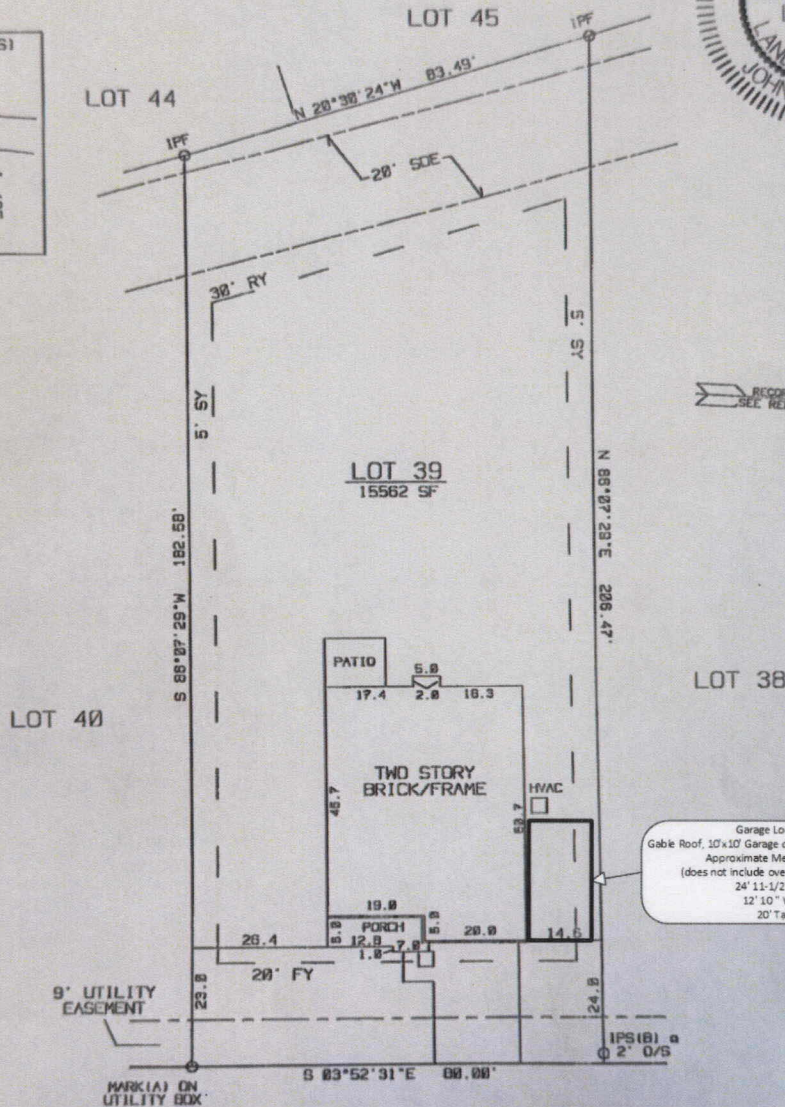
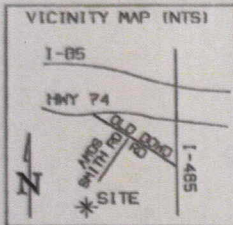
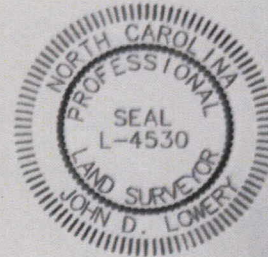
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TREEHOUSE DRIVE

56' PUBLIC R/W

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B/C - BACK OF CURB
O/S - OFFSET
SDE - STORM DRAIN EASEMENT
FY - FRONT YARD
SY - SIDE YARD
RY - REAR YARD

PHYSICAL SURVEY

OF
6198 TREEHOUSE DRIVE
LOT 39 OF VINEYARDS AT LAKE WYLIE TRACT 3 MAP 2
BERRYHILL TOWNSHIP, MECKLENBURG COUNTY, N.C.
PROPERTY OF DR HORTON HOMES

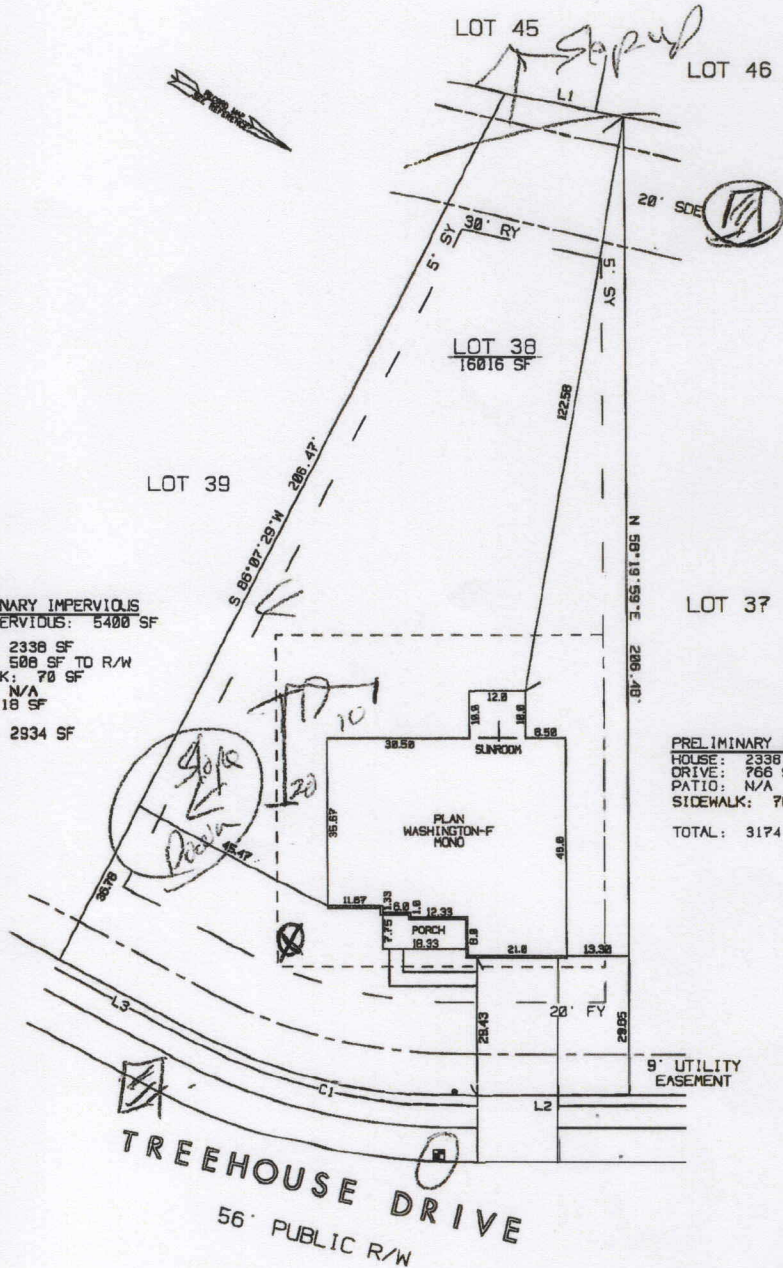
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JENKINS & LOWERY PLS PA
3409 OLD CHARLOTTE HWY
MONROE, NC 28110
PHONE: (704) 821-3350
NC FIRM # C-3167

PRELIMINARY IMPERVIOUS
 MAX IMPERVIOUS: 5400 SF
 HOUSE: 2338 SF
 DRIVE: 508 SF TO R/W
 SIDEWALK: 70 SF
 PATIO: N/A
 HVAC: 18 SF
 TOTAL: 2934 SF

PRELIMINARY IMPERVIOUS
 HOUSE: 2338 SF
 DRIVE: 768 SF TO B/C
 PATIO: N/A
 SIDEWALK: 70 SF
 TOTAL: 3174 SF



LINE	BEARING	DISTANCE
L1	N 20°30'11"W	25.90'
L2	S 31°40'01"E	36.76'
L3	S 03°53'12"E	31.69'

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	122.00'	59.18'	58.60'	S 17°45'16"E

DR HORTON

PLOT PLAN

OF

6126 TREEHOUSE DRIVE

LOT 38 OF VINEYARDS AT LAKE WYLIE TRACT 3 MAP 2
 BERRYHILL TOWNSHIP, MECKLENBURG COUNTY, N.C.

0' 15' 30' 60'
 SCALE: 1 INCH = 30' FEET

MAP RECORDED IN BOOK 71
 AT PAGES 188-189

SERVGEO
 DATE: 10/06/23
 P: SHV38
 DRAWN BY: CLJ