

This Enduring Agreement (the "Agreement") is made and entered into, as of the latest date signed below, by and between:

Croatan Crossing Homeowners Association, Inc ("HOA 1"), a North Carolina-based homeowners association with its principal place of business at 348 Station House Rd, New Bern, NC 28562 and

Croatan Crossing Townhomes Property Owners Association, Inc ("HOA 2"), a North Carolina-based homeowners association with its principal place of business at 3962 Martin Luther King Jr. Blvd, New Bern, NC 28562

WHEREAS, on September 18, 2023 the State of North Carolina renewed Stormwater Management Permit No. SW7080313 issued to LRH Development, LLC for continued operation of the stormwater management waste system originally designed and issued in relation to the development of the Croatan Crossing Subdivision;

WHEREAS, LRH Development, LLC seeks to permanently transfer ownership and all responsibilities therein of Stormwater Management Permit No. SW7080313 to HOA 1;

WHEREAS, stormwater retention pond 1 of Stormwater Management Permit No. SW7080313 is located upon Parcel ID: 6-207-013 recorded in Book 3647, Page 917 owned exclusively by HOA 2;

WHEREAS, Stormwater Management Permit No. SW7080313 expires on September 17, 2031, wherein the Stormwater management system must undergo inspections and repairs as necessary, to ensure compliance with all permitted conditions for continued operation;

WHEREAS, stormwater retention pond 1 partially services the stormwater management needs of HOA 1 and all parcels and properties under the auspices of HOA 2 (HOA 1 and HOA 2 collectively, the "Parties");

WHEREAS, the Parties wish to ensure fair and equitable sharing of costs related to the renewal of Stormwater Management Permit No. SW708031 required for the operation of the stormwater management system;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Shared Costs

a. The Parties agree to share evenly, the costs of routine maintenance of pond 1 (the "Maintenance Costs"), excluding lawn care, to ensure continuous compliance with permitted requirements for operation.

b. The Parties agree to share evenly all costs associated with any repairs to retention pond 1 at the time of renewal of environmental permits required for the retention ponds (the "Permit Renewal Costs").

2. Maintenance and Inspection

a. The Parties agree that HOA 1 shall assume responsibility for the annual maintenance contract for pond 1 as performed by Dragonfly Pondworks, LLC.

b. The Parties agree that HOA 2 will pay HOA 1, in full, one half the remaining cost of the existing annual contract upon assumption.

c. The Parties agree that HOA 2 shall pay HOA 1, in full, one half the cost of the annual maintenance contract for pond 1 each year at the time of contract renewal.

d. The Parties agree that HOA 2 shall incorporate clearing of debris from all curbside stormwater drains along Catfish Court and between Catfish Lake Rd to 200 Station House Rd into their monthly community maintenance and or lawn care schedule to mitigate potential damage from excessive debris buildup.

e. The Parties agree that HOA 2 shall ensure all garbage bins belonging to property owners and or tenants of townhome residences along Station House Rd are stored away from the street curbside to mitigate potential damage from excessive buildup waste debris in the stormwater waste system.

3. Permit Renewal

a. HOA 1 shall apply for the renewal of Stormwater Management Permit of which HOA 2 shall share one fourth of the costs associated with such renewal.

b. The Parties shall ensure that all necessary documentation and applications are completed and submitted in a timely manner.

4. **Payment Terms.** Each Party shall provide its share of the costs within 5 business days of receipt of a detailed invoice of all costs incurred from the other Party.

5. **Dispute Resolution.** Any disputes arising from or related to this Agreement shall be resolved through mediation.

6. Term and Termination

a. This Agreement shall commence on the latest date signed below and shall continue in effect for a period of ten (10) years.

b. The Agreement shall automatically renew for successive ten (10) year terms unless either Party provides written notice of termination at least six (6) months prior to the end of the current term.

7. **Amendments.** Any amendments to this Agreement must be in writing and signed by authorized representatives of both Parties.

8. Miscellaneous

a. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

b. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Enduring Agreement as of the latest day and year signed below.

Croatan Crossing Homeowners Association, Inc

By:

Name: Michael R Thompson Jr

Title: President

Date:

8/15/2024

Croatan Crossing Townhomes Property Owners Association, Inc

By:

Name: Rick Schepers

Title: Pres

Date:

8/13/2024