Re: 21 Holly Pond Ln
Clat 6 Lot 278

Type: CRP
Recorded: 02/03/2015 at 01:02:28 PM
Fee Amt: $26.00 Page 1 of 4
Iredell County, NC
Matthew J. McCall Register of Deeds
BK 2339 PG 505-508

Prepared by and return to: Ben S. Thomas
Thomas & Godley, PLLC

EASEMENT AGREEMENT FOR SEPTIC LINE ENCROACHMENT

North Carolina
Iredell County

THIS EASEMENT AGREEMENT granted 01/30/15 by Monty Dean Rodgers of Iredell County, North Carolina (the "Grantor"), to William D. Milligan and spouse Martha Walker Milligan of Iredell County, North Carolina (the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of a certain parcel or tract of land located in Iredell County, the same being the land conveyed to Grantor by deed recorded in Book,1534 Page 216 in the office of the Register of Deeds of Iredell County, reference to which deed is made for greater certainty of description; and

Whereas, Grantor is a free trader under that Antenuptial Agreement recorded in Deed Book 1300, Page 315 of the Iredell County Registry; and

WHEREAS, the Grantee is the owner of a certain parcel or tract of Land located in Iredell County the same being the land conveyed to Grantee deed recorded at Book 4548, page 229 Mecklenburg County Registry, reference to which said deed is made for greater certainty of description; and

WHEREAS, an unrecorded survey by Don Allen & Associates, P.A., Registered Land Surveyor, dated January 23, 2015, disclosed that a portion of septic lines servicing Grantee's property encroaches onto Grantors' property by approximately 10' feet at its worst point, according to the survey referenced above which is attached to this Easement Agreement; and

WHEREAS, Grantee and Grantor have agreed that the encroachment is to remain in the present location under the terms and conditions set forth herein; and

WHEREAS, the Grantor desires to give to Grantee an easement across the Grantor's' property on which Grantee's septic lines presently encroaches so long as said septic lines exist;

NOW THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, their heirs, successors and assigns an easement to allow the encroaching portion of the existing septic lines to remain in the present location. The easement shall be over that portion of Grantor's property that is encroached by the septic lines as reflected in said survey and attached as Exhibit A hereto. This easement is granted upon the following terms and conditions:

1. This easement is granted to allow the above referenced encroachment to remain in its present location. Grantee shall not erect any other improvement in the easement area and shall use the easement area only to allow the encroaching portion of the septic lines to remain in the present location.

2. If the encroaching portion of the septic lines is ever destroyed or substantially damaged or if Grantee ever voluntarily replaces or rebuilds the septic lines, they

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R.O.T.C.

shall replace or rebuild it entirely on Grantee's property, in which case this easement shall terminate as to the improvement replaced.

3. In the case of termination of easement as set forth above, Grantee agrees to execute any documents acknowledging the partial or complete termination of this agreement.

4. This easement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns, it being agreed that the right and easement hereby granted is appurtenant to and is to run with the land of said Grantee's tract to all of Grantee's heirs, successors and assigns.

Grantee has executed this agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express purpose of this agreement that Grantor will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of Grantee's septic lines onto their property.

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

Grantor:

Monty Dean Rodgers (SEAL)
Monty Dean Rodgers

NORTH CAROLINA
IREDELL COUNTY

I, Amy L. Johnson, a Notary Public of the County and State aforesaid, certify that Monty Dean Rodgers, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 3 day of Feb, 2015

Notary Public

My Commission Expires: 08/11/2019

Amy L. Johnson
NOTARY PUBLIC
Mecklenburg County, NC

(Signatures to Follow)

Grantee:

William D Milligan (SEAL) Martha Walker Milligan (SEAL)
William D. Milligan Martha Walker Milligan

NORTH CAROLINA
IREDELL COUNTY

I, Amy L. Johnson, a Notary Public of the County and State aforesaid, certify that William D. Milligan and spouse Martha Walker Milligan, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 3 day of Feb, 2015.

Amy L Johnson
Notary Public

My Commission Expires: 08/11/2019

Amy L. Johnson
NOTARY PUBLIC
Mecklenburg County, NC

(Signatures to Follow)