DRAWN BY AND MAIL TO:
Lutzel Broadway & Associates, PC
542 Williamson Road
Mooresville, NC 28117

STATE OF NORTH CAROLINA

EASEMENT AGREEMENT

COUNTY OF IREDELL

THIS EASEMENT AGREEMENT (hereinafter referred to as "Agreement") is made this 21 day of August, 2017, by and between **John Whitley and Jennifer Whitley** married, residents of Iredell County, North Carolina (hereinafter referred to as "Grantees"), and **Whitley Construction, Inc.** of Iredell County, North Carolina (hereinafter referred to as "Grantor").

W I T N E S S E T H:

WHEREAS, the Grantees own all of that certain parcel of land lying in the Town of Mooresville, Iredell County, North Carolina and more particularly described as Lot 1007 in Block 10 of The Pointe as shown on plat recorded in Map Book 46 at pages 146 of the Iredell County Registry (the "Grantors Tract");

WHEREAS, for mutual consideration herein recognized, the Grantors convey a perpetual nonexclusive right of access over the Grantor Tract and all easements thereon, and Grantors, and all heirs or assigns, assume all liability and responsibility for damage to any septic pipe(s) that said access may cause as shown on the attached survey dated July 21, 2017; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sum of One Dollar ($1.00) cash in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby gives, grants, and conveys to the Grantees, their successors and assigns, a continuing perpetual nonexclusive right of access over the Grantor

Tract and all easements thereon, and Grantors, and all heirs or assigns, assume all liability and responsibility for damage to any septic pipe(s) that said access may cause.

2. **MAINTENANCE OF PROPERTY.** The Grantees and Grantor hereby agree that the Grantor, heirs and assigns shall be responsible for all costs of maintaining the property so that at all times the area within and abutting to the drainage easement, as described in this Agreement, will be in good repair and any damage to any property, piping, or other matters.

3. **BENEFIT AND AMENDMENT.** The rights, duties and obligations of the Grantees and Grantor hereunder are for the use and benefit of, and are appurtenant to and binding upon the ownership and enjoyment of the Grantor Tract, and shall be construed as covenants running with the said parcel. This Agreement shall be binding upon and inure to the benefit of the parties hereto as well as to their respective heirs, devisees, personal representatives, successors or assigns as the case may be. This Agreement shall continue in full force and effect until modified or terminated by written agreement signed by all parties then holding fee simple title to the Grantor Tract.

4. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute and all of which taken together shall constitute one instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement under seal as of the day and year above written.

GRANTOR:

Whitley Construction, Inc.

By: Whitley Construction, Inc **(SEAL)**

GRANTEES:

John Whitley **(SEAL)**
John Whitley

Jennifer Whitley **(SEAL)**
Jennifer Whitley

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, Gwendolyn A Fadness, a Notary Public of the County of Mecklenburg, State of North Carolina, do hereby certify that John Whitley as President of Whitley Construction, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal or stamp, this the 21st day of August, 2017.

"SEAL"



Notary Public

My Commission Expires: 11/18/17

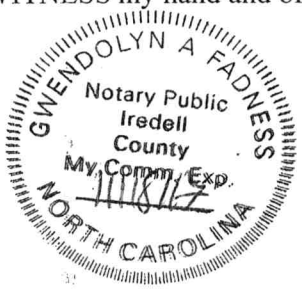
STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, Gwendolyn A Fadness, a Notary Public of the County of Mecklenburg, State of North Carolina, do hereby certify that John Whitley and Jennifer Whitley personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal or stamp, this the 21st day of August, 2017.

"SEAL"



Notary Public

My Commission Expires: 11/18/17

LUTZEL, BROADWAY AND ASSOCIATES, PC
ATTORNEYS AT LAW

August 30, 2017

Re: 131 Bunker Way Easement

To Whom It May Concern:

Please be advised that on or about August 25, 2017, an Easement Agreement was recorded in the Office of the Register of Deeds of Iredell County permitting John Whitley of Whitley Construction the right to cross the Public Storm Drainage Easement that crosses Lot 1006 of The Pointe, Phase 10.

Upon review of all documents, conditions and circumstances, it is my professional opinion as an attorney in good standing with the North Carolina State Bar, that said easement is sufficient and effective for allowing the crossing of the Public Storm Drainage Easement. No further documentation or authorization is necessary to traverse said easement.

Please do not hesitate to contact the undersigned with questions or concerns.

Very truly yours,

Richard J. Lutzel

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BALLANTYNE OFFICE: 3430 Toringdon Way, Suite 105 | Charlotte, NC 28277 | Phone: 704-540-0103 | Fax: 704-540-0203
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