(326)

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FILED
IREDELL COUNTY
95 JUL -7 PM 4:26
953-1485
BRENDA D. BELL
REGISTER OF DEEDS

STATE OF NORTH CAROLINA **GRANT OF SEWER LINE EASEMENT**

COUNTY OF MECKLENBURG

THIS EASEMENT is granted by Ramsey Creek Investments, Inc., P. O. Box 1061, Cornelius, NC 28031 ("Grantor"), to Charles L. Saunders and wife, Francine V. Saunders and their heirs and assigns ("Grantees"), under the following circumstances:

RECITALS:

A. Grantor owns the real property more particularly described in Exhibit "A" attached hereto and made a part hereof ("Grantor's Property");

B. Grantee owns the real property described in Exhibit "B" attached hereto and made a part hereof which is adjacent to the Grantor's Property ("Grantee's Property"); and

C. Grantor desires to grant to the Grantee an easement on, over, and under the Grantor's Property for the construction, use, maintenance, and repair of a sewer line and sewer drainfield.

NOW THEREFORE, the Grantor, in consideration of One Dollar ($1.00) and other good and valuable consideration paid to it by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, his heirs, successors and assigns, an exclusive, perpetual easement for the construction, use, operation, maintenance and repair of a sewer line and septic tank drainfield subject only to the conditions contained in this easement on, over and under the property more particularly described in that survey attached as Exhibit "C" and made a part hereof (the "Easement Property"), together with the further right of ingress and egress to and from Grantee's Property for the purpose of construction, maintaining and repairing the sewer line located thereon, to remove trees, bushes, undergrowth and any other obstructions interfering with the location, construction, operation , use and maintenance thereof. In the event that any private or public sewer line is established and provided in or along S. R. 1257 adjacent to the Grantee's property described in Exhibit "B", the Grantees shall have one-hundred eight (180) days after written notice from the Grantor, its heirs, assigns, or successors in title to that property described in Exhibit "A", to attach to and be served by that private or public sewer line and this easement shall terminate on that date. Until termination as provided above, the Grantor, its heirs, assigns, or successors in title shall not allow outbuildings, gardens or other structures on any portion of the easement but shall keep the surface in a natural state or in grass (lawn).

TO HAVE AND TO HOLD said easement unto the Grantee, his heirs, successors and assigns forever, as an appurtenance to the Grantee's Property.

Grantor does hereby covenant to Grantee that it is lawfully seized and possessed of the Easement Property, that is has a good and lawful right to convey the easement granted hereby, that the Easement Property is free from all encumbrances, except for taxes and assessments for the year 1995 which are a lien upon the Easement Property but not yet due and payable and encumbrances and restrictions of record, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand this _____ day of _____, 1995.

[Corporate Seal]

RAMSEY CREEK INVESTMENTS, INC.

By: _____
Laura C. Tucker, President

Attest:

By: _____
John Peyton Tucker, Jr., Secretary

NORTH CAROLINA, _____ COUNTY,

I, a Notary Public of the County and State aforesaid, certify that _____ Grantorpersonally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ _____ Notary Public

NORTH CAROLINA, Mecklenburg COUNTY,

I, a Notary Public for said County and State aforesaid, certify that John Peyton Tucker, Jr. personally came before me this day and acknowledged that he is Secretary of Ramsey Creek Investments, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WENDY M. BASHAM NOTARY PUBLIC IREDELL COUNTY, N.C.

My commission expires: 6-14-98 Wendy M. Basham Notary Public

EXHIBIT "A"

BEING Lake Lot 1658 as shown on a plat of survey thereof prepared for Crescent Resources, Inc. dated May 30, 1985 and marked Dwg. No. C. F. 8-C-1, a copy of which is recorded in Map Book 19 at page 27 in the office of the Register of Deeds for Iredell County.

EXHIBIT "B"

BEING Lot 26, Section 8, as shown on map recorded in Map Book 15 at page 33 in the office of the Register of Deeds for Iredell County **AND BEING** a part of the property conveyed to Crescent Land & Timber Corp. by deed of Duke Power Company recorded in Book 481 at page 91 in the office of the Register of Deeds for said County.

EXHIBIT "C"

BEGINNING at a point in the northern edge of the right-of-way of South Fork Road (S. R. #1222) said point being the southernmost corner of Lake Lot 1660 and running along and with the eastern boundary line of Lake Lot 1660, North 08-19-08 East 193.15 feet to a common corner the same being the southeast corner of Lake Lot 1660 and a common corner of Lake Lot 1658; thence a new line through Lake Lot 1658, North 08-19-08 East 142.36 feet to a point in the edge of the right-of-way of Agnew Road (S. R. #1257); thence along and with the right-of-way of Agnew Road, South 55-53-00 East 22.21 feet; thence leaving the right-of-way of Agnew Road, South 8-19-08 West 212.31 feet; thence South 63-45-15 East 98.98 feet; thence South 08-19-08 West 120.00 feet to a point in the 60 foot right-of-way of South Fork Road; thence along and with the right-of-way of South Fork Road, North 63-45-15 West 120.00 feet to the point and place of **BEGINNING**. The above described parcel lays entirely within the boundaries of Lake Lot 1658 as shown on a survey prepared by Ronnie Dedmon, RLS, dated June 20, 1995.

EXHIBIT "A"

BEING all of that property located on the East side of N. C. State Road 12 Agnew Road located in Davidson Township, Iredell County, NC as shown on attached **EXHIBIT "C"** to this Grant of Sewer Line Non-Exclusive Easement wh is dated June 20, 1995 and was prepared by Ronnie Dedmon, RLS, Denver, NC.

EXHIBIT "B"

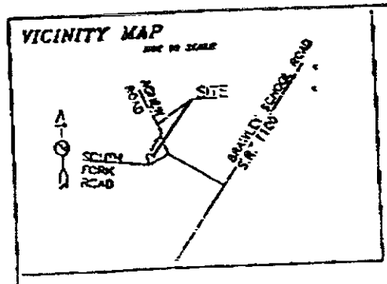
TRACT 1: **BEING** Lot 26, Section 8, as shown on map recorded in Map Book 15 page 33 in the office of the Register of Deeds for Iredell County **AND BEING** part of the property conveyed to Crescent Land & Timber Corp. by deed of Du Power Company recorded in Book 481 at page 91 in the office of the Register Deeds for said County.

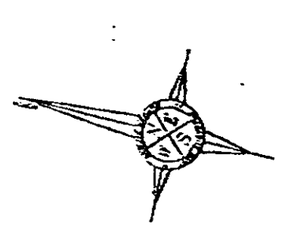
TRACT 2: **BEING** Lake Lot 1658 as shown on a plat of survey thereof prepared f Crescent Resources, Inc. dated May 30, 1985 and marked Dwg. No. C. F. 8-C-1, copy of which is recorded in Map Book 19 at page 27 in the office of t Register of Deeds for Iredell County.

JUL-11-95 TUE 1:44 PM M. CLARK PARKER P.A. FAX NO. 704 892 0596 P. 6

UTILITY EASEMENT
FOR
RAMSEY CREEK INVESTMENT, II

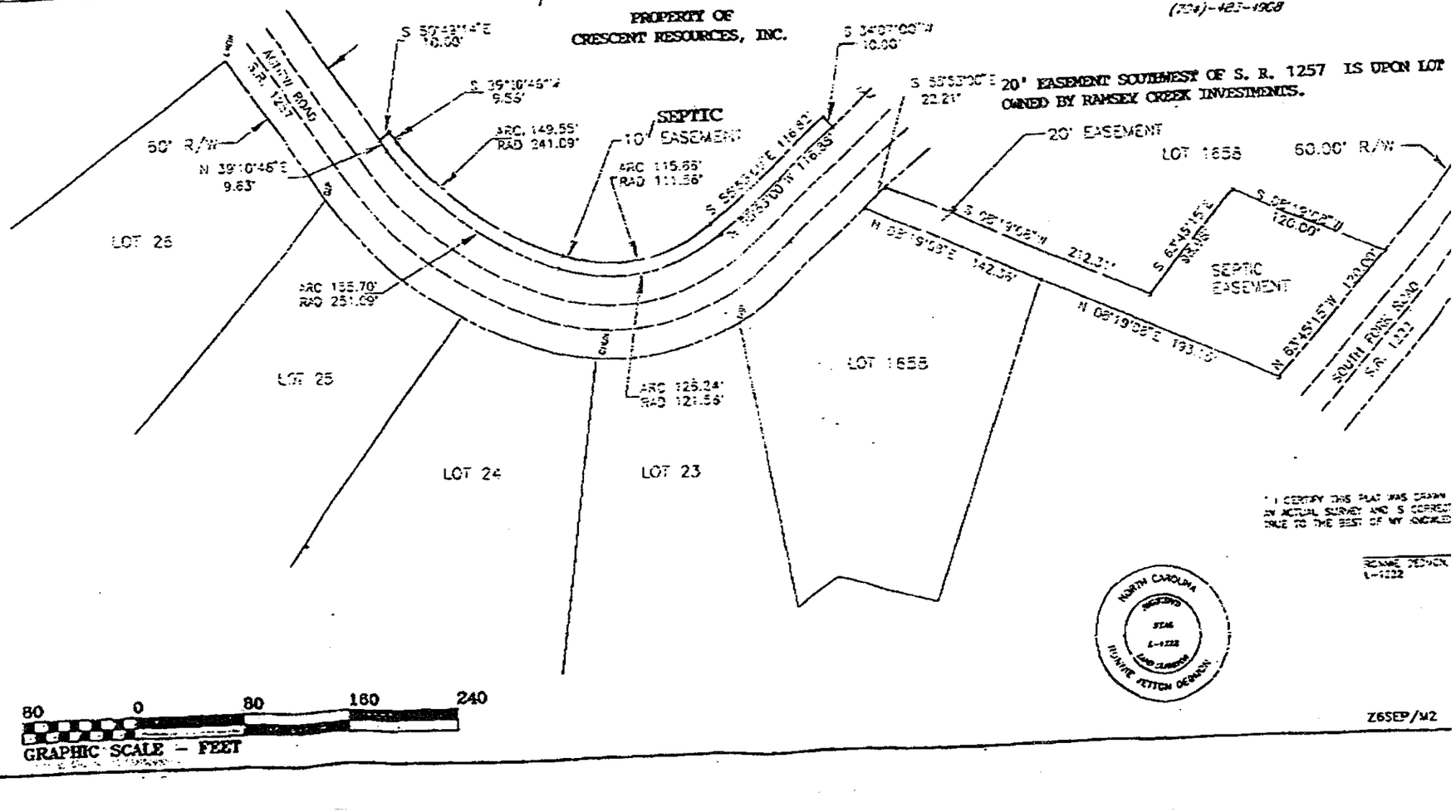
DAVIDSON DIST., IREDELL COUNTY
JUNE 20, 1995 SCALE 1"=80'
ROBBIE DEDMON, REG. SURV. L-1222
P.O. BOX 494, DENVER, N.C. 28037
(704)-483-1968







PROPERTY OF
CRESCENT RESOURCES, INC.



20' EASEMENT SOUTHWEST OF S. R. 1257 IS UPON LOT OWNED BY RAMSEY CREEK INVESTMENTS.

I CERTIFY THIS PLAT WAS DRAWN FROM AN ACTUAL SURVEY AND IS CORRECT TO THE BEST OF MY KNOWLEDGE

ROBBIE DEDMON
L-1222

NORTH CAROLINA REGISTERED L-1222 LAND SURVEYOR ROBBIE DEDMON

Z6SEP/M2

(305)

Certified True Copy Of An Original

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

FILED
IREDELL COUNTY
95 JUL -7 PM 4:25
953-1482

GRANT OF SEWER LINE

NON-EXCLUSIVE EASEMENT

THIS NON-EXCLUSIVE EASEMENT is granted by Crescent Resources, Inc., P. O. Box 1003, Charlotte, NC 28201 ("Grantor") to Ramsey Creek Investments, Inc. and Charles L. Saunders and wife, Francine V. Saunders and assigns ("Grantees"), under the following circumstances:

RECITALS:

A. Grantor owns the real property more particularly described in Exhibit "A" attached hereto and made a part hereof ("Grantor's Property");

B. Grantees own the real property described in Exhibit "B" attached hereto and made a part hereof which is adjacent to the Grantor's Property ("Grantee's Property"); and

C. Grantor desires to grant to the Grantees a non-exclusive easement on, over, and under the Grantor's Property for the construction, use, maintenance, and repair of a sewer line as shown on Exhibit C and labeled "10' Septic Easement".

NOW THEREFORE, the Grantor, in consideration of One Dollar ($1.00) and other good and valuable consideration paid to it by the Grantees, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantees, its, successors and assigns, a non-exclusive, perpetual easement for the construction, use, operation, maintenance and repair of a sewer line on, over and under the property more particularly described in that survey attached as Exhibit "C" and made a part hereof (the "Easement Property"), to remove small trees (i.e. less than or equal to 4" in diameter), bushes, undergrowth and any other obstructions interfering with the location, construction, operation, use and maintenance thereof inside said easement. This easement not to preclude Grantor's or its assigns right of ingress and egress over this easement into said property and the right to install other utilities inside easement.

TO HAVE AND TO HOLD said easement unto the Grantees, its, successors and assigns forever, as an appurtenance to the Grantee's Property, until such time as a private or public sewer system becomes available whereupon the Grantor shall tap on. If Grantees shall not tap on, this easement will cease at such time which is 180 days after activation of sewer system. Grantor shall have the right to relocate septic line inside septic easement at anytime at its expense.

Grantor does hereby covenant to Grantees that it is lawfully seized and possessed of the Easement Property, that is has a good and lawful right to convey the easement granted hereby, that the Easement Property is free from all encumbrances, except for taxes and assessments for the year 1995 which are a lien upon the Easement Property but not yet due and payable and encumbrances and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this 6th day of July, 1995.

[Corporate Seal]

Crescent Resources, Inc.

By: Donald M. Bost
Vice-President

Attested

By: John M. Shaw
Assistant Secretary

STATE OF NORTH CAROLINA, MECKLENBURG COUNTY

I, Cathy Walters Barkley, Notary Public for said County and State, certify that [illegible] personally came before me this day and

DAard

AGNEW ROAD

ROUTE SR. 1257 PROJECT RAMSEY CRK. INVEST. STATE OF NORTH CAROLINA COUNTY OF IREDELL

DEPARTMENT OF TRANSPORTATION

-AND-

RIGHT OF WAY ENCROACHMENT AGREEMENT

PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the __ day of _____, 19 __, by and between the Department of Transportation, party of the first part; an _____ party of the second part,

W I T N E S S E T H:

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route 1257, located 500± AND 900'± NORTHWEST OF THE INTERSECTION of AGNEW RD. (S.R. 1257 AND SOUTH FORK RI (S.R. 12 with the construction and/or erection of A 3" PRIVATE SEPTIC LINE.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet (s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to those policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

a. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.