Type: CONSOLIDATED REAL PROPERTY
Recorded: 5/6/2014 9:34:42 AM
Fee Amt: $26.00 Page 1 of 6
Iredell County, NC
Matthew J. McCall Register of Deeds
BK 2298 PG 58 - 63

Drafted by: G. Patteson Williams, Attorney at Law
Return To: PO Box 2009, Cornelius, NC 28031

**STATE OF NORTH CAROLINA**
**COUNTY OF IREDELL**

**SEPTIC DRAINFIELD LINE ENCROACHMENT EASEMENT AGREEMENT**

THIS SEPTIC DRAINFIELD LINE ENCROACHMENT EASEMENT AGREEMENT made, effective as of this the 16th day of April, 2014 by and between **Robin R. Robinson** and wife, **Alice Valisa Robinson** (hereinafter referred to as "**ROBINSON**") and **Roe, Ltd.**, a North Carolina corporation (hereinafter referred to as "**ROE**").

**WITNESSETH:**

WHEREAS; ROE is currently the owner in fee simple of the property described and shown as the private roads within the subdivision known as Sailors Lair, and more particularly shown on the plat map recorded in Plat Book 14, Page 90, with the specific road in question known as Blue Sky Court, but formerly shown on said plat map as Thistle Court, said plat map being recorded in the Iredell County Public Registry;

WHEREAS; Robinson is the current owner of Lot 27 of Sailors Lair Subdivision, which accesses Blue Sky Court (formerly Thistle Court), and is planning significant additional improvements to the lot and septic system;

WHEREAS; a prior owner of record built a residence and installed a septic system on said Lot 27 and it has been determined that a portion of the septic system drainfield encroaches into the edge of the cul-de-sac right of way of Blue Sky Court (formerly Thistle Court), and a survey showing said septic drainfield line encroachment is attached hereto as Exhibit A;

WHEREAS; prior to the issuance of a septic permit the Iredell County Health Department requires an encroachment easement agreement allowing the encroaching portion of the septic drainfield to remain in its current location;

WHEREAS; the parties desire to agree between themselves to establish a perpetual easement for the encroaching portion of the septic drainfield to remain in its current location, and the parties further agree that the full responsibility for said maintenance and repair, and the costs thereof if any, of said drain line shall be borne soley by Robinson;

NOW THEREFORE, for and in consideration of good and valuable consideration, to each other, in hand paid, the parties hereto do hereby understand and agree that the portion of the septic system drainfield that is currently encroaching into the edge of the cul-de-sac right of way of Blue Sky Court (formerly Thistle Court) shall be permitted to remain by perpetual

**ROTC**

Page Count: 6
☐NS ☐PQ ☐SI

easement and the parties further agree that all cost and expenses of maintenance and repair of said septic line shall be the sole responsibility of Robinson;

To have and to hold the aforesaid rights, obligations and easements, the parties hereto agree that both parties, their heirs, successors, and assigns shall be bound by this septic drainfield line encroachment easement agreement.

IN TESTIMONY WHEREOF, the parties have hereunto set their hand and seal the day and year first above written.

Robin R. Robinson (SEAL)

Alice Valisa Robinson (SEAL)

ROE, Ltd., a North Carolina corporation

By: Michael L. Ebert (SEAL)
Michael L. Ebert Co-President

By: (SEAL)
Adrianne E. LeBlanc Co-President

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, Robin R Robinson Alice Valisa Robinson a Notary Public for said County and State, certify that **Robin R. Robinson and Alice Valisa Robinson** came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 21 day of April, 2014.

[Official Seal]

NOTARY PUBLIC

My Commission expires: 8-3-14

State of Texas
County of Montgomery

KIM GREGG
Notary Public, State of Texas
My Commission Expires
August 03, 2014

easement and the parties further agree that all cost and expenses of maintenance and repair of said septic line shall be the sole responsibility of Robinson;

To have and to hold the aforesaid rights, obligations and easements, the parties hereto agree that both parties, their heirs, successors, and assigns shall be bound by this septic drainfield line encroachment easement agreement.

IN TESTIMONY WHEREOF, the parties have hereunto set their hand and seal the day and year first above written.

_____(SEAL)
**Robin R. Robinson**

_____(SEAL)
**Alice Valisa Robinson**

**ROE, Ltd.**, a North Carolina corporation
By: _____(SEAL)
**Michael L. Ebert** **Co-President**

By: _____(SEAL)
**Adrienne E. LeBlanc** **Co-President**

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, _____, a Notary Public for said County and State, certify that **Robin R. Robinson and Alice Valisa Robinson** came before me this day and acknowledged the due execution of the foregoing instrument..

Witness my hand and official seal, this the _____ day of April, 2014.

[Official Seal] _____
NOTARY PUBLIC

My Commission expires: _____

easement and the parties further agree that all cost and expenses of maintenance and repair of said septic line shall be the sole responsibility of Robinson;

To have and to hold the aforesaid rights, obligations and easements, the parties hereto agree that both parties, their heirs, successors, and assigns shall be bound by this septic drainfield line encroachment easement agreement.

IN TESTIMONY WHEREOF, the parties have hereunto set their hand and seal the day and year first above written.

_____(SEAL)
**Robin R. Robinson**

_____(SEAL)
**Alice Valisa Robinson**

**ROE, Ltd.,** a North Carolina corporation

By:_____(SEAL)
**Michael L. Ebert** **Co-President**

By:_____(SEAL)
**Adrienne E. LeBlanc** **Co-President**

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, _____, a Notary Public for said County and State, certify that **Robin R. Robinson and Alice Valisa Robinson** came before me this day and acknowledged the due execution of the foregoing instrument..

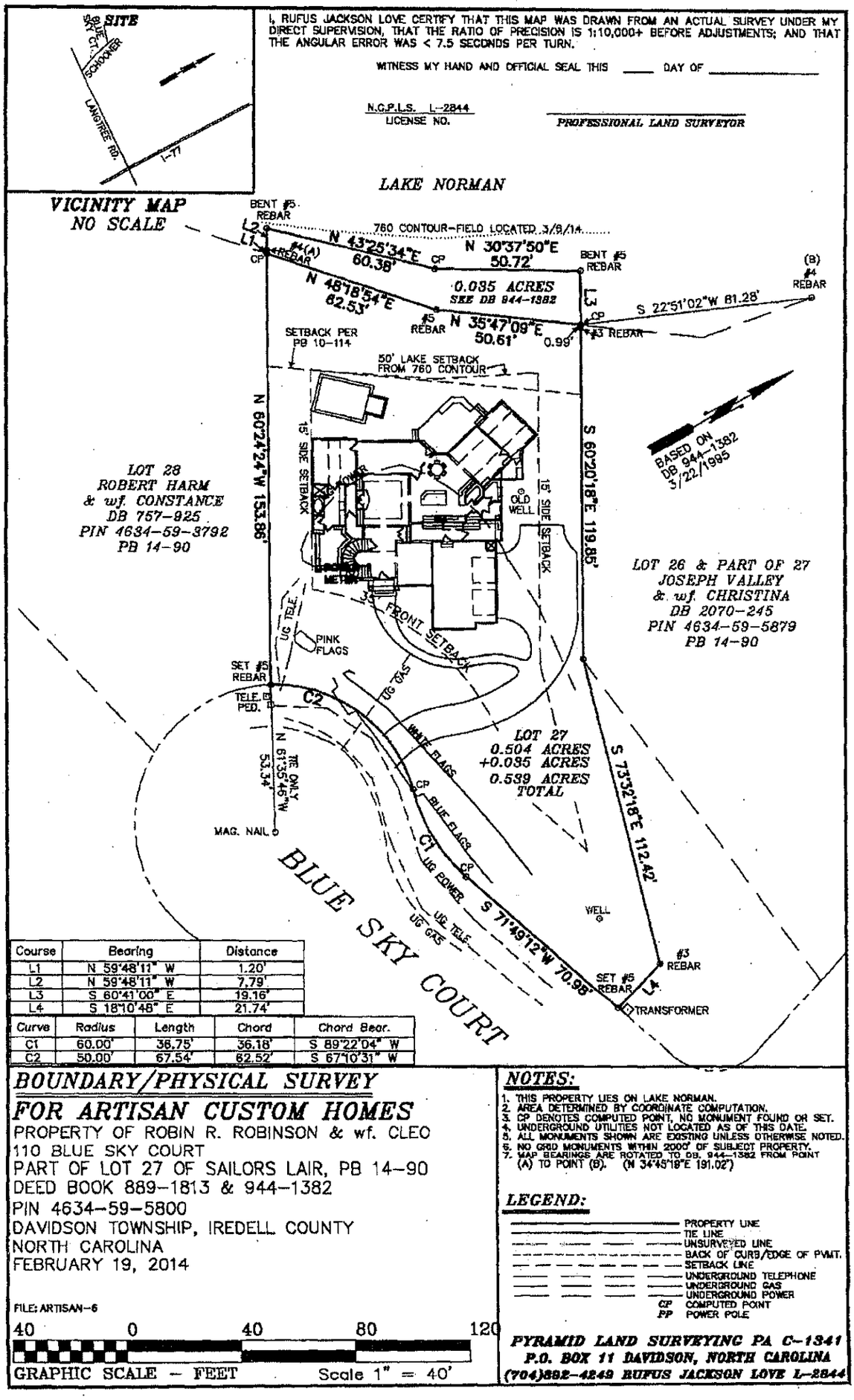
Witness my hand and official seal, this the _____ day of April, 2014.

[Official Seal]

_____
NOTARY PUBLIC

My Commission expires: _____

Exhibit "A"




| Course | Bearing | Distance |
|---|---|---|
| L1 | N 59°48'11" W | 1.20' |
| L2 | N 59°48'11" W | 7.79' |
| L3 | S 60°41'00" E | 19.16' |
| L4 | S 18°10'48" E | 21.74' |

| Curve | Radius | Length | Chord | Chord Bear. |
|---|---|---|---|---|
| C1 | 60.00' | 36.75' | 36.18' | S 89°22'04" W |
| C2 | 50.00' | 67.54' | 62.52' | S 67°10'31" W |

## BOUNDARY/PHYSICAL SURVEY

## FOR ARTISAN CUSTOM HOMES

PROPERTY OF ROBIN R. ROBINSON & wf. CLEO
110 BLUE SKY COURT
PART OF LOT 27 OF SAILORS LAIR, PB 14-90
DEED BOOK 889-1813 & 944-1382
PIN 4634-59-5800
DAVIDSON TOWNSHIP, IREDELL COUNTY
NORTH CAROLINA
FEBRUARY 19, 2014

FILE: ARTISAN-6

40 0 40 80 120
GRAPHIC SCALE - FEET Scale 1" = 40'

**NOTES:**

1. THIS PROPERTY LIES ON LAKE NORMAN.
2. AREA DETERMINED BY COORDINATE COMPUTATION.
3. CP DENOTES COMPUTED POINT, NO MONUMENT FOUND OR SET.
4. UNDERGROUND UTILITIES NOT LOCATED AS OF THIS DATE.
5. ALL MONUMENTS SHOWN ARE EXISTING UNLESS OTHERWISE NOTED.
6. NO GRID MONUMENTS WITHIN 2000' OF SUBJECT PROPERTY.
7. MAP BEARINGS ARE ROTATED TO DB. 944-1382 FROM POINT (A) TO POINT (B). (N 34°48'18"E 191.02')

**LEGEND:**

- PROPERTY LINE
- TIE LINE
- UNSURVEYED LINE
- BACK OF CURB/EDGE OF PVMT.
- SETBACK LINE
- UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- UNDERGROUND POWER
- CP COMPUTED POINT
- PP POWER POLE


**PYRAMID LAND SURVEYING PA C-1341**
**P.O. BOX 11 DAVIDSON, NORTH CAROLINA**
**(704)892-4249 RUFUS JACKSON LOVE L-2844**


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.