STATE OF NORTH CAROLINA

COUNTY OF IREDELL

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of April, 1992 by and among Knox, Black & Briggs Construction Company, a North Carolina corporation; Charles E. Thacker and wife, Sherri L. Thacker; Charles R. Walters, Jr. and wife, Mary Jane Walters; Steven H. Partridge, Jr. and wife, Lois Myers Partridge; Simonini Builders, Inc., a ~~North~~ South Carolina corporation; and the Iredell County Department of Health; DHS ACS

WITNESSETH

THAT WHEREAS, Knox, Black & Briggs Construction Company and Charles E. Thacker are the owners of Lots 12, 16 and 17 as shown on the maps of Royal Pointe, which are recorded in Map Book 21 at Pages 43, 43A and 43B in the Iredell County Public Registry, and

WHEREAS Charles R. Walters, Jr. and Steven H. Partridge, Jr. are the owners of Lot 15 as shown on said map, and

WHEREAS Simonini Builders, Inc. is the owner of Lot 10 as shown on said maps, and

WHEREAS, it has been determined, because of the location and configuration of the residence constructed on said Lot 10, that said lot does not have suitable available space to accommodate the ground absorption sewage disposal system, and the above named owners of Lots 12, 15, 16 and 17 are willing to grant unto Simonini Builders, Inc. an easement, more particularly described hereinafter, for the purpose of establishing a nitrification field and repair area in connection with the septic tank system to be installed on said Lot 10, and the Iredell County Health Department is willing to enter into this agreement for the purpose of approving the same;

NOW, THEREFORE, in consideration of the premises and the sum of $10.00 paid by each party to each other party, and other good and valuable considerations, the parties do hereby agree as follows:

1. Knox, Black & Briggs Construction Company and Charles E. Thacker and wife, Sherri L. Thacker, do hereby grant and convey unto Simonini Builders, Inc. an easement in, over, upon and under that portion of Lots 16 and 17 of Royal Pointe, as shown on the aforementioned maps, which is described and delineated on Exhibit A which is attached hereto and incorporated herein by reference. Said easement shall be used for the sole purpose of installation, operation and maintenance of a nitrification field and repair area for the ground absorption sewage and waste water disposal system to serve the residence constructed on Lot 10 as shown on said maps, and for no other purpose.

2. Knox, Black & Briggs Construction Company, Charles E. Thacker and wife, Sherri L. Thacker, Charles R. Walters, Jr. and wife, Mary Jane Walters, and Steven H. Partridge, Jr. and wife, Lois Myers Partridge hereby grant and convey unto Simonini Builders, Inc., upon, over and under their respective properties, namely Lots 12 and 15, as shown on said maps, a ten foot wide easement for the purpose of installation, operation and maintenance of a force main to transport effluent from the septic tank facilities constructed on Lot 10 to the nitrification field and repair area described above. Said ten foot

easement is along the easterly boundary of said Lot 12 and a portion of the southerly boundary of Lot 15, all as shown on Exhibit A which is attached hereto and incorporated herein by reference, and the same shall be used for the aforesaid purpose, and for no other purpose.

3. The easements which are herein granted and conveyed shall be appurtenant to the said Lot 10, and shall run with the land. It is distinctly understood that the respective owners of the servient tenements, their heirs, successors and assigns, may use said easement areas for any and all lawful purposes not inconsistent with the aforesaid purposes of the easements. It is further distinctly understood that, upon completion of the installation of the aforementioned sewage disposal facilities, and upon completion of each successive future maintenance thereof, Simonini Builders, Inc., and its successors in title to said Lot 10, shall cause the ground surface over said easement area to be restored to its prior condition.

4. It is further distinctly understood that installation of all of the said facilities, and restoration of the ground to its prior condition, shall be completed within 30 days after the date hereof.

5. At such future time as a public sewage disposal system shall be installed in the right of way of Royal Pointe and made available for connection to Lot 10, the easements herein granted shall automatically terminate without the necessity of any re-conveyance thereof.

IN WITNESS WHEREOF, the parties have executed this agreement, the day and year first above written.

KNOX, BLACK & BRIGGS CONSTRUCTION COMPANY

By: _____
President

ATTEST:

_____
Secretary

(Corporate Seal)

_____ (SEAL)
Charles E. Thacker

_____ (SEAL)
Sherri L. Thacker

_____ (SEAL)
Charles R. Walters, Jr.

_____ (SEAL)
Mary Jane Walters

_____ (SEAL)
Steven H. Partridge, Jr.

_____ (SEAL)
Lois Myers Partridge

SIMONINI BUILDERS, INC.

By: _____
President

ATTEST:

_____
Asst Secretary

(Corporate Seal)

IREDELL COUNTY DEPARTMENT OF HEALTH

By: _____

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

This 3rd day of April, 1992, personally came before me H. Edward Knox, who, being by me duly sworn says that he is the President of Knox, Black & Briggs Construction Company, and that the seal affixed to the foreoing Easement Agreement in writing is the corporate seal of said company, said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Cara N. Anthony
Notary Public

My commission expires: 12-9-96

(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

I, Cara N. Anthony, a Notary Public in and for said County and State, do hereby certify that Charles E. Thacker and wife, Sherri L. Thacker, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 3rd day of April, 1992.

Cara N. Anthony
Notary Public

My commission expires: 12-9-96

(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

I, Cara N. Anthony, a Notary Public in and for said County and State, do hereby certify that Charles R. Walters, Jr. and wife, Mary Jane Walters, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 3rd day of April, 1992.

Cara N. Anthony
Notary Public

My commission expires: 12-9-96

(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

I, Cara H. Anthony, a Notary Public in and for said County and State, do hereby certify that Steven H. Partridge, Jr. and wife, Lois Myers Partridge, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 3rd day of April, 1992.

Cara H. Anthony
Notary Public

My commission expires: 12-9-96

(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 6th day of April, 1992, personally came before me Alan C. Simonini, who, being by me duly sworn says that he is the President of Simonini Builders, Inc., and that the seal affixed to the foreoing Easement Agreement in writing is the corporate seal of said company, said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Peggy H. Alexander
Notary Public

My commission expires: 9-4-96

(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, on behalf of the Iredell County Department of Health, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this _____ day of _____, 1992.

_____
Notary Public

My commission expires: _____

(Notary Seal)