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Prepared By and Return To:
Jay Kevin White, Attorney
207 South Broad Street
Mooresville, North Carolina

FILED
IREDELL COUNTY
95 JUN 30 PM 3:50
BRENDA D. BELL
REGISTER OF DEEDS

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of JUNE, 1995, by and between **TAFBO, a North Carolina General Partnership**, composed of Duane H. Bruch and Charles M. Lineberry (hereinafter referred to as "TAFBO"); **CHARLES M. LINEBERRY and wife, BETTY K. LINEBERRY**, of Mecklenburg County, North Carolina (hereinafter referred to as "Lineberry"); **BUX, INC., a North Carolina Corporation**, with its principal office being located in Mecklenburg County, North Carolina (hereinafter referred to as "BUX"); **SCOTT R. NEEDHAM (Unmarried)**, of Iredell County, North Carolina; and **MARK L. NEEDHAM and wife, LEE H. NEEDHAM**, of Iredell County, North Carolina;

(AVIATION n/k/a Bux, INC.)

W I T N E S S E T H:

THAT WHEREAS, Mark L. Needham and wife, Lee H. Needham, are the owners of Lot 2A of Mallard Pines Subdivision and its designated sewer repair area; Scott R. Needham is the owner of Lot 3A of said Subdivision and its designated sewer repair area; TAFBO is the owner of Lots 5B and 6A of said Subdivision and their designated sewer repair areas; and BUX, Inc. is the owner of Lot 4A of said Subdivision and its designated sewer repair area, all of said lots being platted, planned and recorded in Plat Book 24, at Page 140, and in Plat Book 25, at Page 57, in the Iredell County Registry;

AND WHEREAS, Lineberry has reserved easement rights over Lot 1 of said Subdivision (Plat Book 23, Page 168, Iredell County Registry), as the same are more particularly described in the deed from Lineberry to Brian R. Griep, dated March 24, 1995, recorded in said Registry.

AND WHEREAS, the parties hereto have agreed to convey to each other the right and easement to install and maintain upon said lots such sewer and/or septic lines as would be necessary to provide sewer and/or septic service to buildings situated on any of the above-described property;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00), receipt of which is hereby acknowledged, the mutual agreements contained herein, and other valuable consideration, the parties hereto give, grant and convey unto each of the other parties, their heirs, successors and assigns forever,

a non-exclusive perpetual easement over that certain property described in the attached Schedule A, for the construction, installation, maintenance, inspection and repair of any and all sewer and/or septic lines, and such other equipment as may be necessary to provide sewer and/or septic service to Lots 2A, 3A, 4A, 5B, 6A of said Subdivision, and any additional property contiguous to Lot 6A owned by TAFBO. Said easement is being given, conveyed and granted upon the following terms and conditions:

(1) The above-named parties, their heirs, successors and assigns forever shall be equally responsible for payment of all repairs to or maintenance of such equipment as is or may be required to provide sewer and/or septic service to all the parcels and owners stated herein;

(2) The responsibility for repairs to or maintenance of any septic lines or other related equipment which benefit one lot and its owner(s) to the exclusion of the remaining lots and their respective owners, shall be borne exclusively by the owner(s) of the lot being benefitted.

(3) The above-named parties hereby agree that said easement is a non-exclusive easement and thereby the lot owners specifically reserve the right to convey other easements across their lot which may include the said property described in the attached Schedule A, or any portion thereof; however, said parties agree that the exercise of such future easements shall not hinder, interrupt or interfere with the sewer/septic line easement granted herein any more than is reasonably necessary.

TO HAVE AND TO HOLD said rights and easement to the parties named hereinabove, it being agreed that said rights and easement described herein and hereby granted are appurtenant to and shall run with the land now owned by the parties hereto, and shall become binding on the parties hereto, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be affixed hereunto by authority of its Board of Directors, the day and year first above written.

TAFBO, a N. C. General Partnership

By: _____ (SEAL)
Duane H. Bruch, General Partner

By: _____ (SEAL)
Charles M. Lineberry, Gen'l Partner

_____ (SEAL)
Charles M. Lineberry

_____ (SEAL)
Betty K. Lineberry

BUX AVIATION, INC., a N. C. Corporation (n/k/a BUX, INC.)

By: _____
President

ATTEST:

_____
Secretary

(AFFIX CORPORATE SEAL)

_____ (SEAL)
Scott R. Needham

_____ (SEAL)
Mark L. Needham

_____ (SEAL)
Lee H. Needham

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Susan J. Frye, a Notary Public of the said County and State aforesaid, do hereby certify that DUANE H. BRUCH, General Partner of TAFBO, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 25th day of June, 19 95.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

9/28/96

* *

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Susan J. Frye, a Notary Public of the said County and State aforesaid, do hereby certify that CHARLES M. LINEBERRY, General Partner of TAFBO, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 25th day of June, 19 95.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

9/28/96

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Susan J. Frye, a Notary Public of the said County and State aforesaid, do hereby certify that CHARLES M. LINEBERRY and wife, BETTY K. LINEBERRY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 25th day of June, 1995.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

9/28/96

* *

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Susan J. Frye, a Notary Public of the said County and State aforesaid, do hereby certify that Betty K. Lineberry personally appeared before me this day and acknowledged that he/she is the Secretary of BUX AVIATION, INC., a North Carolina Corporation,* and by authority duly given 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 him/her as its Secretary.

* n/k/a Bux, INC.

Witness my hand and notarial seal, this 25th day of June, 1995.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

9/28/96

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Susan J. Frye, a Notary Public of the said County and State aforesaid, do hereby certify that SCOTT R. NEEDHAM personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 25th day of June, 1995.

(NOTARIAL SEAL)

SUSAN J. FRYE NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

Notary Public

My Commission Expires:

9/28/96

* *

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Susan J. Frye, a Notary Public of the said County and State aforesaid, do hereby certify that MARK L. NEEDHAM and wife, LEE H. NEEDHAM, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 25th day of June, 1995.

(NOTARIAL SEAL)

SUSAN J. FRYE NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

Notary Public

My Commission Expires:

9/28/96

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STATE OF NORTH CAROLINA

COUNTY OF IREDELL

The foregoing certificate(s) of Susan J. Troy, NP

~~is~~(are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of Iredell County, North Carolina, in Book 953, at Page 329.

This 30 day of June, 1995, at 3:30 o'clock P.M.

Brenda D. Bell By: Teresa L Campbell

Register of Deeds Deputy/~~Asst~~ Register of Deeds

SCHEDULE A

BEGINNING at a point in the western line of the property of TAFBO (now or formerly) (Deed Book 612, Page 810), said point being the northeastern corner of Lot 6A of Mallard Pines Subdivision (Plat Book 24, Page 140); thence with the western line of the property of TAFBO, South 00-07-41 West 22.46 feet to a point; thence North 41-47-02 West 126.08 feet to a point; thence North 28-29-26 West 185.63 feet to a point; thence North 11-41-48 West 158.47 feet to a point; thence North 24-09-17 West 57.17 feet to a point; thence North 12-40 West 90.50 feet to a point; thence North 49-00-00 East 37.25 feet to a point; thence North 41-00-00 West 23.52 feet to a point; thence North 08-45-00 West 86.46 feet to a point; thence North 81-15-00 East 52.30 feet to a point; thence with the arc of a curve to the right having a radius of 120.00 feet, a length of 48.89 feet to a point; thence South 75-24-31 East 26.12 feet to a point; thence North 14-35-29 East 60.00 feet to a point; thence South 75-24-31 East 7.50 feet to a point; thence North 14-35-29 East 10.00 feet to a point; thence South 75-24-31 East 19.50 feet to a point; thence North 48-53-35 East 115.19 feet to a point; thence South 41-06-25 East 10.00 feet to a point; thence South 48-53-35 West 124.03 feet to a point; thence North 75-24-31 West 13.34 feet to a point; thence South 14-35-29 West 75.00 feet to a point; thence North 75-24-31 West 43.62 feet to a point; thence with the arc of a curve to the left having a radius of 105.00 feet, a length of 42.78 feet to a point; thence North 08-45-00 West 3.00 feet to a point; thence South 81-15-00 West 37.30 feet to a point; thence South 08-45-00 East 70.13 feet to a point; thence South 41-00-00 East 34.17 feet to a point; thence South 49-00-00 West 43.30 feet to a point; thence South 12-40-00 East 80.00 feet to a point; thence South 24-09-17 East 57.30 feet to a point; thence South 11-41-42 East 157.89 feet to a point; thence South 28-29-26 East 180.67 feet to a point; thence South 41-47-02 East 107.62 feet to the point and place of Beginning; said description being made in accordance with the survey of said property prepared by R. S. Hollifield, R.L.S., dated December 29, 1994; reference to which is hereby made for greater certainty of description.

PLAT SHOWING

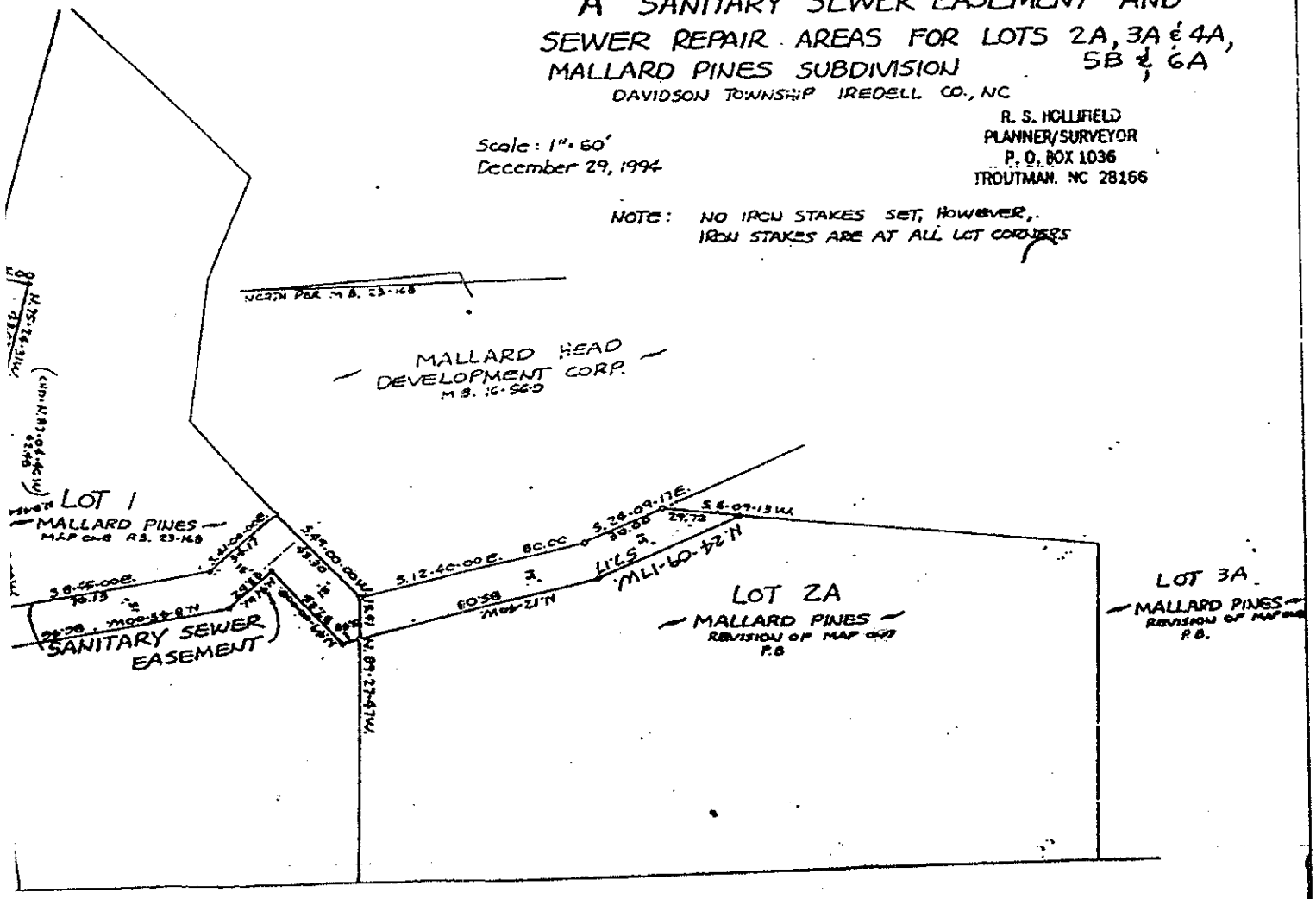
A SANITARY SEWER EASEMENT AND SEWER REPAIR AREAS FOR LOTS 2A, 3A & 4A, MALLARD PINES SUBDIVISION 5B & 6A

DAVIDSON TOWNSHIP IREDELL CO., NC

R. S. HOLLIFIELD
PLANNER/SURVEYOR
P. O. BOX 1036
TROUTMAN, NC 28166

Scale: 1" = 60'
December 29, 1994

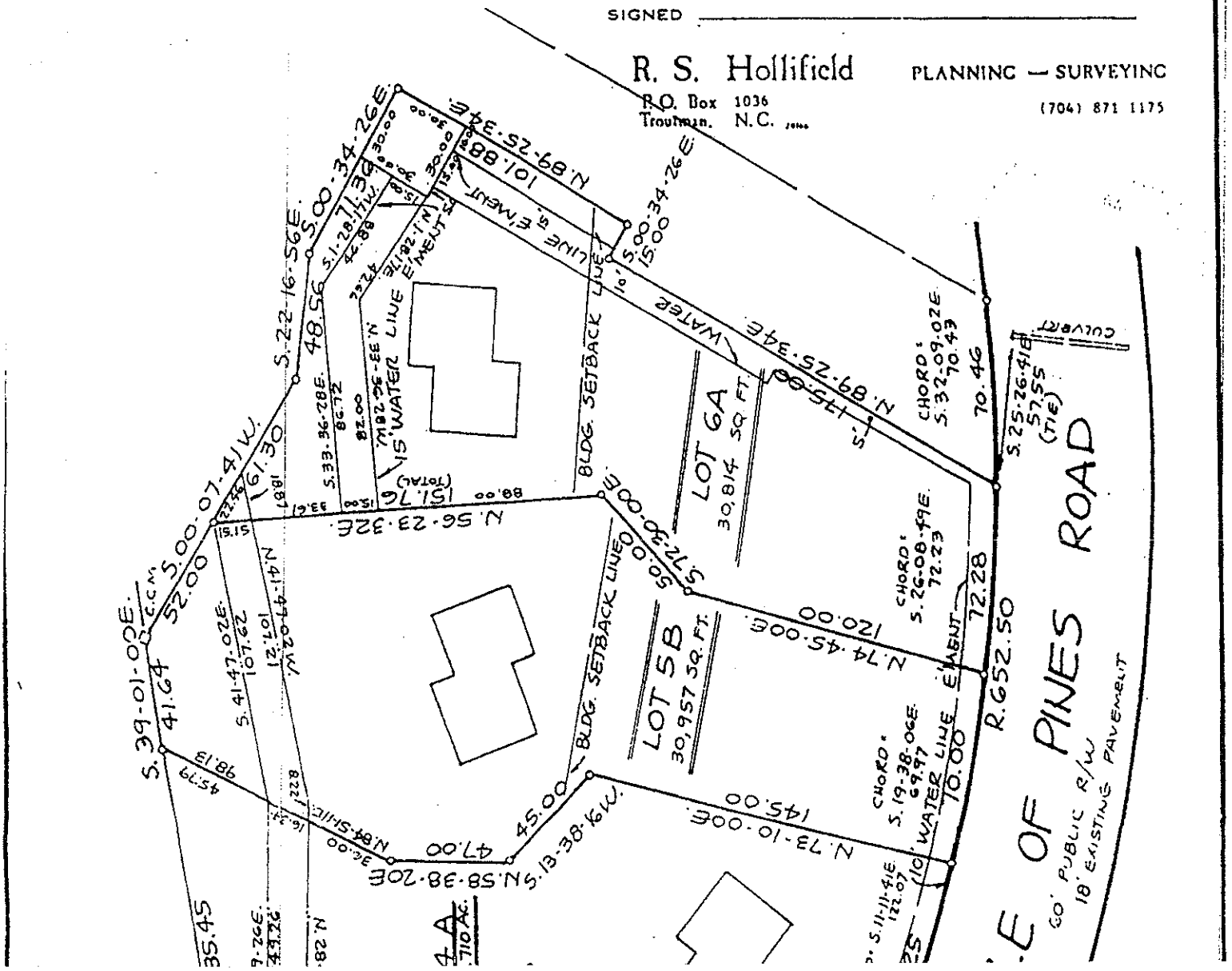
NOTE: NO IRON STAKES SET, HOWEVER, IRON STAKES ARE AT ALL LOT CORNERS



THIS IS TO CERTIFY THAT ON THE _____DAY OF_____19____ I SURVEYED THE PROPERTY SHOWN ON THIS PLAT. AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS IF ANY ARE AS SHOWN HEREON.

SIGNED _____

R. S. Hollifield PLANNING — SURVEYING
P.O. Box 1036
Troutman, N.C. ,,,,,
(704) 871 1175



CHAS. M. LINEBERRY

801 CENTRAL AVE. · EXECUTIVE CENTRAL · SUITE ONE
CHARLOTTE, NORTH CAROLINA 28204 · 704-333-8005

July 7, 1994

Mr. Charlie Wallace
Duke Power Company
P.O. Box 1928
Salisbury, NC 28144

Dear Mr. Wallace,

This letter is to reveiw our recent conversation regarding the acceptability to Duke Power of septic nitrification lines in your transmission line right-of-way. As I informed you the Iredell County Health Dept. requests your verification that installation of these drain lines is acceptable.

You have informed me that they are acceptable so long as your standard right-of-way restrictions are met, such as:

(1) "...Septic tanks...are not allowed".

(2) "Shall be atleast 20 ft. from a pole or tower leg..."

(3) "...Sewer lines...shall not parallel the center line ...but may cross at any angle not less than 30°..."

In addition, we acknowledge that Duke Power Company has no responsibility for our installation of septic nitrification drain lines and we are willing to assume liability for any and all damages that may occur.

If you agree that we may inform the Iredell County Health Dept. that Duke Power Company approves these installations under these conditions, please sign one copy of this letter and return.

Very truly yours,

Chas. M. Lineberry, General Partner
TAFBO Partnership

Agreed To: Charlie Wallace Date: 7/20/94
Charlie Wallace for
Duke Power Company

CML/kd