STATE OF NORTH CAROLINA

COUNTY OF IREDELL

SEPTIC TANK DRAIN FIELD
EASEMENT AGREEMENT

This EASEMENT made this 19th day of July, 1994, by and between

GRANTOR		GRANTEE
TAFBO, A NORTH CAROLINA PARTNERSHIP	)	CHARLES M. LINEBERRY

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee an easement as hereinafter described, to run with the land, upon that certain lot or parcel of land owned by Grantor and located in the City of _____, Davidson Township, Iredell County, North Carolina, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY EXPRESS REFERENCE.

Grantor hereby imposes said easement for the benefit of Grantee as the present owner and for the benefit of future owners of the following lot or parcel of land, situated in the City of _____, Davidson Township, Iredell County, North Carolina, and more particularly described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY EXPRESS REFERENCE.

Said easement shall enable the Grantee to place, if, as and when needed, such need to be determined by the Grantee in his sole discretion, a septic tank drain field or portions thereof, upon the Septic Tank Drain Field Easement Area on the Easement Parcel and to inspect, maintain, repair and replace the components of said septic tank and drain field at any time and from time to time. If the Easement Area also includes a connector strip for ingress and egress, Grantee shall have the right to use said connector strip for access as needed. This Easement shall automatically expire should Grantee ever hook up the structure located or to be located on the Benefitted Parcel to a public or community sanitary sewage system but shall otherwise be perpetual.

Grantor acknowledges that the Septic Drain Field Easement Area cannot be used and will not be used for any of the following activities or in any of the following ways:

- Grading or filling
- Parking or driving heavy equipment in the area or in any other way compacting the soil in the Area
- Excavating soil from the Area
- Placing footings or foundations or engaging in any other construction activity in the Area
- Placing in-ground or above-ground swimming pools

FILED
IREDELL COUNTY
94 AUG -5 AM 8:52
BRENDA D. BELL
REGISTER OF DEEDS

- Placing irrigation systems in the Area
- Placing underground utility lines or cables in the Area
- Planting trees or gardens in the Area
- Removing any large trees in the Area unless dead or diseased
- Using the area for the burial of stumps, trash, or any other type of construction material
- Using the Area for gravesites
- Diverting the natural flow of water onto the Area by way of drainage ditches or diversion ditches or using the Area to receive water from any gutter or downspout discharges

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in their corporate names by their duly authorized officers and their seals to be hereunto affixed by authority of their Boards of Directors, the day and year first above written.

BK0925PG1596

GRANTOR

TAFBO, A NORTH CAROLINA PARTNERSHIP

BY: Chas. M. Lineberry, Partner
A General Partner

Seal-Stamp

North Carolina, Mecklenburg County.

I, a Notary Public of the County and State aforesaid, certify that Chas. M. Lineberry, Partner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of July, 1994.

My Commission Expires: MY COMMISSION EXPIRES 5/12/96

Linda K. Diel
(Notary Public)

GRANTEE

Chas. M. Lineberry
Charles M. Lineberry

Seal-Stamp

North Carolina, Mecklenburg County

I, a Notary Public of the County and State aforesaid, certify that Chas. M. Lineberry, Grantee, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 4th day of August, 1994.

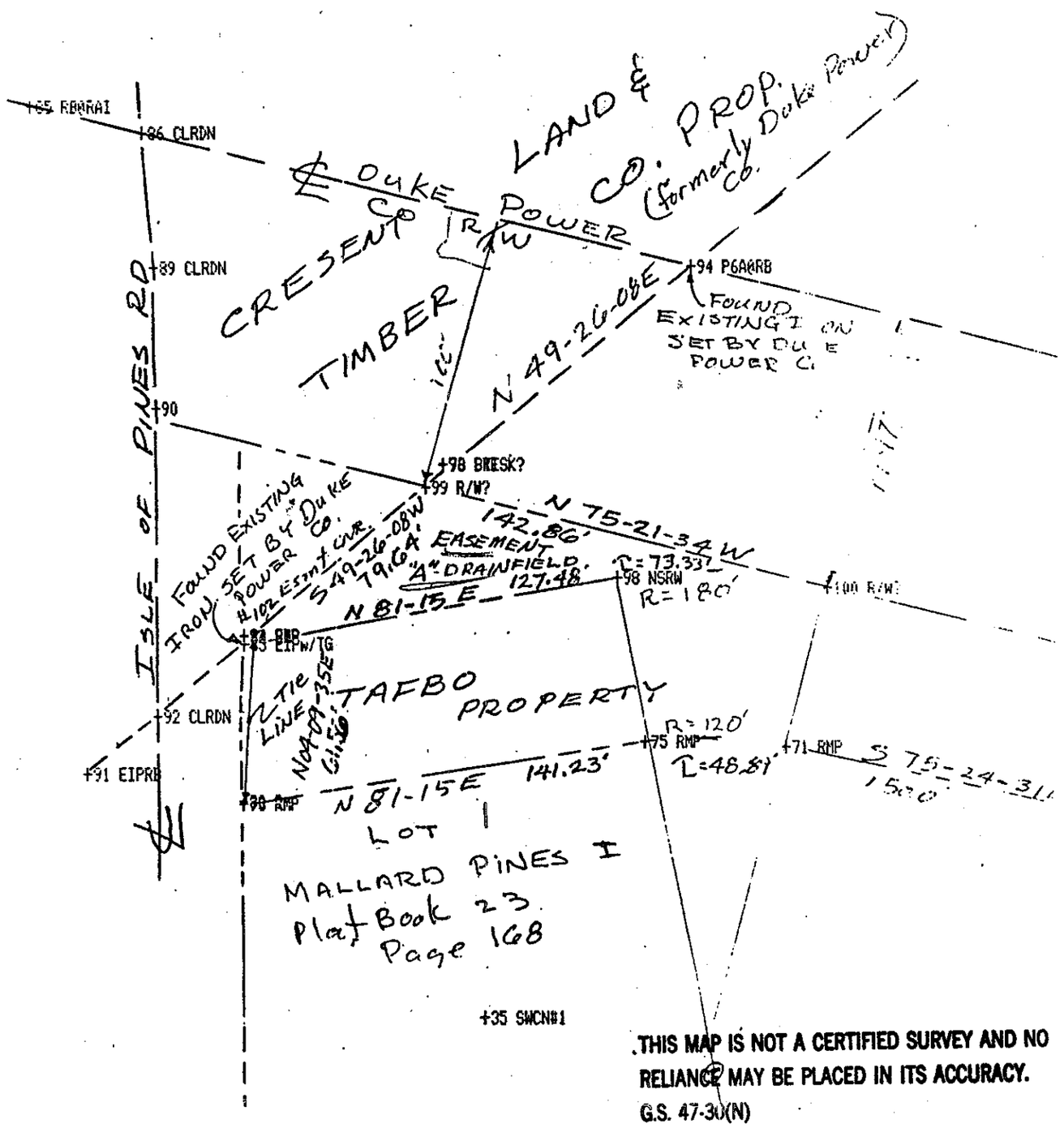
My Commission Expires: MY COMMISSION EXPIRES 5/12/96

Linda K. Diel
(Notary Public)

EXHIBIT "A"

To reach the point of Beginning use the tie line N 04-09-35 E 61.56' proceeding from the Northwest corner of Lot 1 of Mallard Pines Subdivision-Sub Phase I: shown on the plat recorded at Plat Book 23, Page 168 of the Iredell County Public Registry, thence from said point of Beginning N 49-26-08 E 79.64' with the line staked by Duke Power Co. surveyors purporting to be the southeasterly boundary of the Cresent Land and Timber Co. property to a point in the southerly right-of-way line of the McGuire to Marshal transmission power line right-of-way; thence with said southerly right-of-way S 75-21-34E 142.86' to a point being the point of curvature of a horizontal curve to the left having a chord bearing N 87-04-43 W and chord length 72.83' to the point of tangent; thence S 81-15 W 127.48' to the point and place of beginning; containing 0.082 acres more or less of land area.

EXHIBIT "B"



THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED IN ITS ACCURACY.
G.S. 47-30(N)