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Matthew J. McCall Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

EASEMENT AGREEMENT

(SEPTIC TANK)

THIS EASEMENT AGREEMENT is made this 9th day of November, 2011, by and between **SILVER LINING INVESTMENTS, LLC**, a North Carolina limited liability company, in its capacity as owner of the Western Parcel (as defined below; "Grantor"); and **SILVER LINING INVESTMENTS, LLC**, in its capacity as owner of the Eastern Parcel (as defined below; "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor owns that certain tract of real property (the "Western Parcel") identified as "Tract One" in that deed recorded on December 18, 2006, in Deed Book 1809, Page 1970 of the Iredell County Register of Deeds (the "Ownership Deed"); which Western Parcel is more specifically described in the Ownership Deed as Lot 14 of Brawley Road Business Park, Phase 3, and is also illustrated as such on that Plat Map recorded in Plat Book 30 at Page 69 of the Iredell County Register of Deeds; and

WHEREAS, Grantee owns that certain tract of real property (the "Eastern Parcel") identified as "Tract Two" in the Ownership Deed; which Eastern Parcel is more specifically described in the Ownership Deed as Lot 13 of Brawley Road Business Park, Phase 3, and is also illustrated as such on that Plat Map recorded in Plat Book 30 at Page 69 of the Iredell County Register of Deeds; and

WHEREAS, Grantee intends to construct certain improvements on the Eastern Parcel (collectively, the "Improvements"), which Improvements will include a septic tank to service the remainder of the Improvements (the "Septic Tank"); and

WHEREAS, Grantee desires to place the Septic Tank on the Eastern Parcel but adjacent to the property line adjoining the Eastern Parcel with the Western Parcel; however, applicable building ordinances of Davidson Township / Iredell County require (as of the date hereof) that septic tanks be set back at least ten feet from neighboring property lines (the "Set-Back Requirements"); and

WHEREAS, Grantee desires to obtain certain easements over the Western Parcel to the extent reasonably necessary to meet the Set-Back Requirements for purposes of permitting the placement of the Septic Tank with the applicable governmental permitting offices, and for the construction, placement, maintenance, access to, and use of the Septic Tank, all as generally

1. Grantor hereby grants and conveys to Grantee the following easements:

A permanent, non-exclusive easement over the "Septic Tank Easement Area" (hereinafter defined) for purposes of placing, permitting, and installing the Septic Tank in accordance with the Set-Back Requirements, as depicted on **Exhibit A**, as well as the right to traverse the Septic Tank Easement Area for purposes of the construction, installation and placement of, and the continued use and maintenance of, the Septic Tank. Said Septic Tank Easement Area shall mean the area labeled as the "Sewer Tank Easement for Lot 13" on said **Exhibit A**, being a rectangular area having a common corner with the southeasternmost corner of the Western Parcel, and being approximately forty (40) feet in depth (from its northern side to its southern side), and being approximately ten (10) feet in width (from its eastern side to its western side). The foregoing easement shall also include the right to permanently install a concrete pad and/or other necessary improvements related to the placement of the Septic Tank in compliance with the Set-Back Requirements, which improvements may encroach within the Septic Tank Easement Area itself (the "Encroachments"), provided that Grantee's right of use of any area occupied by such Encroachments shall be non-exclusive.

TO HAVE AND TO HOLD the aforesaid easements and all privileges and appurtenances thereto belonging unto Grantee, its successors and assigns, including, but not limited to the right to remove any obstructions which may injure, endanger or interfere with the use of any said easement.

2. Subject to Section 7 below:

(a) Grantee shall be responsible at its sole cost for the construction, installation and maintenance of the Septic Tank and any Encroachments, including but not limited to the good and workmanlike installation of the Encroachments, and the prompt repair of any and all damage (if any) caused to the Western Parcel thereby;

(b) Grantee shall maintain and keep all the Encroachments (if any) in good condition and repair for so long as the same shall remain on the Western Parcel, at Grantee's sole cost and expense; and

(c) If Grantee shall remove any of the Encroachments (if any) at any time, then Grantee shall promptly repair of any and all damage (if any) caused to the Western Parcel thereby, and the affected portion of the Western Parcel shall be returned as nearly as reasonably possible to its condition prior to the original construction or installation of the removed Encroachment, all at Grantee's sole cost and expense.

3. If Grantee fails to perform any of its obligations under Section 2 above within thirty (30) days after written notice from Grantor to do so, then Grantor may (but shall not be obligated to) make any repairs made necessary by reason of such failure and bill Grantee for the reasonable cost thereof, which Grantee shall pay to Grantor within thirty (30) days of receipt of said invoice.

4. Notwithstanding anything herein or by law provided to the contrary, Ownership of the Septic Tank and any Encroachments themselves, if any and when constructed or installed, shall be and remain at all times in Grantee, its successors and assigns.

5. The provisions and terms of this Easement Agreement shall be fully enforceable by and against Grantee and its assigns and successors in ownership of the Eastern Parcel, and by

7. Nothing herein shall be construed as to obligate Grantee to construct or install the Septic Tank or any Encroachments, or so as to prevent Grantee from removing any of same at any time after the same are constructed or installed, subject to Paragraph 2(c) above.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed in duplicate originals in the date first hereinabove set out.

GRANTOR:

SILVER LINING INVESTMENTS, LLC

By: _____
Kristy Cloutier, Vice President

GRANTEE:

SILVER LINING INVESTMENTS, LLC

By: _____
Kristy Cloutier, Vice President

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Rebecca W Hopkins, a Notary Public of the County and State aforesaid, certify that KRISTY CLOUTIER, personally came before me this day and acknowledged that she is a Vice President of Silver Lining Investments, LLC, a North Carolina limited liability company, for purposes of executing the foregoing, and that she, as Vice President, being authorized to do so, executed the foregoing on behalf of the company in its capacity as Grantor under this Easement Agreement.

WITNESS my hand and official stamp or seal, this 9 day of November, 2011.

Notary Public
Printed Name of Notary: Rebecca W Hopkins

My Commission Expires: 2-3-16

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STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Rebecca W Hopkins, a Notary Public of the County and State aforesaid, certify that KRISTY CLOUTIER, personally came before me this day and acknowledged that she is a Vice President of Silver Lining Investments, LLC, a North Carolina limited liability company, for purposes of executing the foregoing, and that she, as Vice President, being authorized to do so, executed the foregoing on behalf of the company in its capacity as Grantee under this Easement Agreement.

WITNESS my hand and official stamp or seal, this 9 day of November, 2011.

Notary Public
Printed Name of Notary: Rebecca W Hopkins

My Commission Expires: 2-3-16

EXHIBIT A

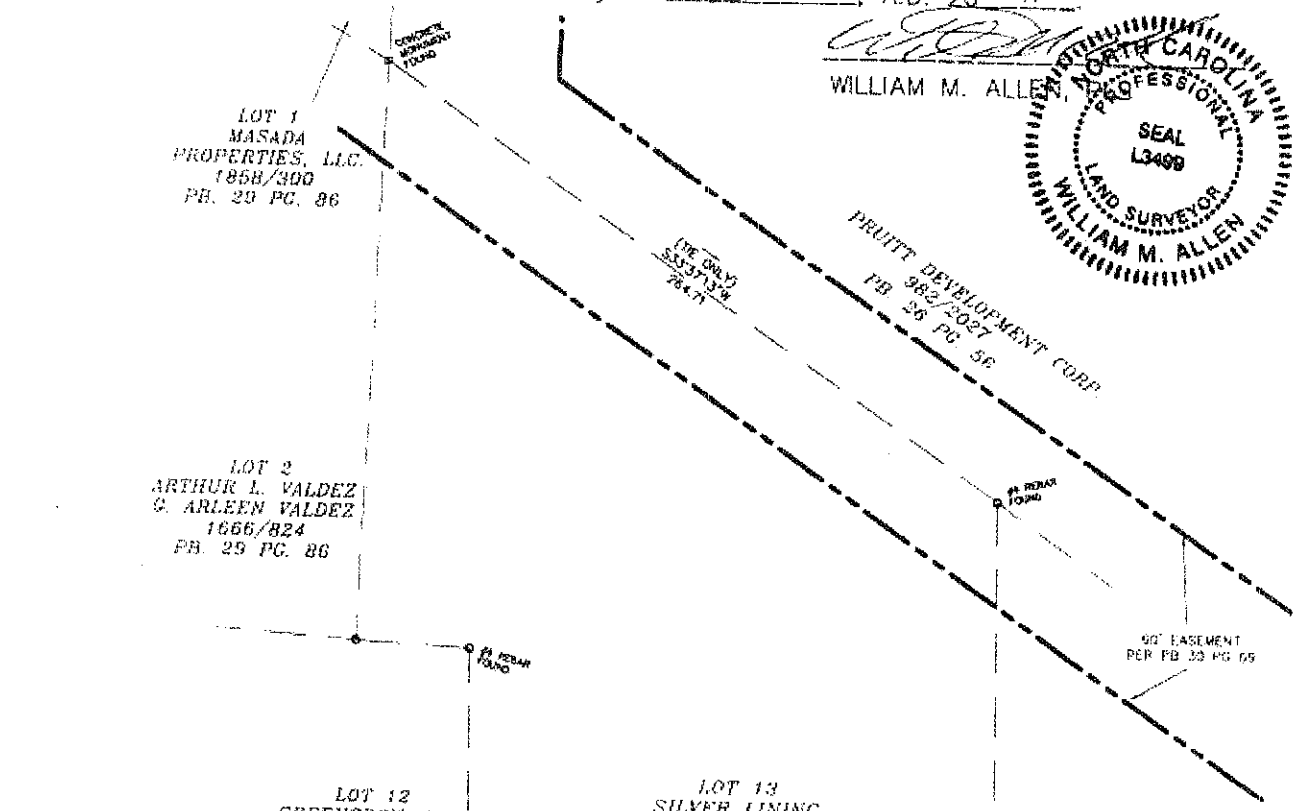
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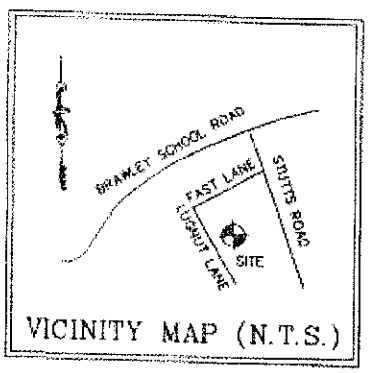
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I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 1809, page 1970, and/or plat book 30, page 69, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C. my hand and seal on the 26, day of OCTOBER, A.D. 20 11

WILLIAM M. ALLEN, PLS

NORTH CAROLINA PROFESSIONAL SEAL L3499 LAND SURVEYOR WILLIAM M. ALLEN





VICINITY MAP (N.T.S.)

0' 30' 60' 100'