BOOK 755 PAGE 875

NORTH CAROLINA )
)
IREDELL COUNTY )

EASEMENT

THIS EASEMENT, made and entered into this 4th day of August, 1987, by and between Mallard Head Development Corp., a North Carolina corporation with its office located in Iredell County, North Carolina, hereinafter referred to as the "Corporation", and Knox, Black & Briggs Construction Company, of Iredell County, North Carolina, hereinafter referred to as "Knox";

WITNESSETH:

THAT WHEREAS, Knox has purchased Lots Nos. 124 and 125 of Mallard Head Country Club Subdivision, Section I, Davidson Township, Iredell County, North Carolina; and

WHEREAS, the said lots are not suitable for the installation of a standard septic tank system; and

WHEREAS, the Corporation has agreed to give Knox an easement to permit them to install a sewage disposal system or portions thereof on the below described property of the Corporation.

NOW, THEREFORE, in consideration of TEN AND 00/100 ($10.00) DOLLARS to it in hand paid, the Corporation does herewith convey unto Knox, his successors and assigns, a perpetual easement over the property hereinafter described subject to the provisions hereinafter set forth for the purpose of installing a nitrification field or other drainage system or absorption systems for sewage disposal, together with the right of way and easement at any time for Knox, his heirs, successors and assigns, to enter on said tract with equipment and/or personnel to perform necessary installation, maintenance or repairs to said system. Persons or firms exercising the easement herein contained shall proceed expeditiously with completion of any maintenance or installation to avoid unnecessary inconvenience to Mallard Head Country Club, its members or guests, and the persons or firms exercising said easement shall repair all damage caused to the golf course located on said property immediately. It is further understood that all nitrification fields or other installation placed on said property under this easement will be placed underground and in such a manner that the installation will not interfere with the operations of the golf course. The property over which this easement is granted is more particularly described as follows:

Lying and being in Davidson Township, Iredell County, North Carolina, and described as follows:

TRACT I: BEGINNING at a point which is located as follows: (1) North 72-32-40 West 107.36 feet; (2) North 76-44 West 135 feet; (3) South 21-51-41 East 109.83 feet from the northeasternmost corner of Lot No. 60, said point of Beginning also being a common corner with

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NORTH CAROLINA

sewer easement lot designated for No. 133 and running thence from said Beginning point South 5-18-27 East 100 feet to a point; thence South 81-51-08 West 37.05 feet to a point; thence North 5-18-27 West 100 feet to a point; thence North 81-51-08 East 37.05 feet to the point and place of BEGINNING, the same being the easement area for the drainage field for the benefit of Lot No. 125 as referred to above.

TRACT II: BEGINNING at the northwesternmost corner of the above-described tract, said point of beginning being the common corner of the sewer easement areas for Lots Nos. 124, 125, 132 and 133 and running thence from said Beginning point with the line of the area for Lot No. 125 South 5-18-27 East 100 feet to a point; thence South 81-51-08 West 74.11 feet to a point; thence North 5-18-27 West 100 feet to a point, a common corner with easement area for Lot No. 132; thence with the line of said easement area North 81-51-08 East 37.06 feet to the piont and place of BEGINNING, the same being the easement area for the drainage field for the benefit of Lot No. 124 referred to above.

Grantor also gives, grants and conveys unto Grantee, his successors and assigns, an additional easement or easements across golf hole no. 11 of the Mallard Head Country Club Golf Course as necessary to connect said tracts 3 and 4 with lots thereby served; namely, Lots Nos. 124 and 125 of the said subdivision. the same to be appurtenant to said lots, respectively, and to run with the land. Said easement or easements shall be of such width, location and design as to comply with any and all requirements of the local public authorities having jurisdiction thereof, and the actual location thereof shall be established by the installation of the lines between said easement areas and the lots thereby served, by the most reasonably direct route.

That attached hereto and incorporated herein by reference is a survey of Donald Ray Allen, Registered Surveyor, dated April 24, 1987, showing the said easement areas but not including the herein granted easement to permit the Grantee to run the septic tank or sewer lines across golf hole no. 11 in order to utilize said easement areas.

TO HAVE AND TO HOLD said right and easement to him, the said Knox, its successors in title, heirs and assigns, it being agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned by Knox and hereinabove referred to.

This easement has been prepared by attorney Walter H. Jones, Jr. who has not rendered a title certificate regarding the property over and in which the said easements are located.

IN WITNESS WHEREOF, the said Corporation has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal

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NORTH CAROLINA

to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

MALLARD HEAD DEVELOPMENT CORP.

By John P. Campbell
John P. Campbell
Executive Vice President

ATTEST:

William W. Skeen
William W. Skeen, Secretary

(CORPORATE SEAL)

NORTH CAROLINA
Iredell COUNTY

I, Cora M. Hager, a Notary Public of the State and County aforesaid, do hereby certify that WILLIAM W. SKEEN personally appeared before me this day and acknowledges that he is corporate secretary of MALLARD HEAD DEVELOPMENT CORP., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its corporate President, sealed with its corporate seal and attested by him as its corporate Secretary.

WITNESS my hand and official stamp or seal, this 4th day of Aug., 1987.

Cora M. Hager
Notary Public

My commission expires:

5-19-90

CORA M. HAGER NOTARY PUBLIC IREDELL COUNTY, N.C.

STATE OF NORTH CAROLINA -- Iredell County

The foregoing certificate (s) of Cora M. Hager, a NP of Iredell Co NC

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 755, Page 875.

This 29 day of Sept., A.D., 19 87 at 12:15 o'clock P .M.

L L Nesbit
REGISTER OF DEEDS

By: Brenda D. Bell
Deputy Register of Deeds

IC-1

Recorded: _____
Date: 7/11/91
Time: 2:58 P
Book: 825
Page: 644

STATE OF NORTH CAROLINA

COUNTY OF ~~MECKLENBURG~~ IREDELL

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 5th day of July, 1991 by and between Knox, Black & Briggs Construction Company ("Knox") and Bobby Laurence Sells and wife, Sharon Thompson Sells ("Sells");

**WITNESSETH**

**THAT WHEREAS,** Knox conveyed unto Sells all of Lot # 125 as shown on the map of Mallard Head Country Club, Section I, which is recorded in Plat Book 16, Page 11 in the Office of the Iredell County Register of Deeds, by deed dated on or about May 15, 1990, and duly recorded in the Iredell County Public Registry, together with an easement for septic tank sewage disposal system purposes, and

**WHEREAS,** it appears that the area wherein the said sewage disposal system was constructed does not conform to the area described and conveyed as an easement by the deed mentioned above, and the parties wish to correct the description thereof by this instrument;

**NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:**

1. Knox does hereby grant and convey unto Sells an easement in, upon and under that certain property herein described, for the purposes expressed in that certain easement granted to Knox by Mallard Head Development Corporation duly recorded in Book 755, Page 875 of said registry, the easement hereby granted being described as follows: Beginning at a point which is located as follows: (1) North 72-32-40 West 107.36 feet; (2) North 76-44 West 135 feet; and (3) South 21-51-41 East 109.83 feet from the northeasternmost corner of Lot # 60, and running thence from said beginning point South 81-51-08 West 74.11 feet to a point; thence South 5-18-27 East 50.0 feet to a point; thence North 81-51-08 East 74.11 feet to a point; and thence North 5-18-27 West 50.0 feet to the point or place of beginning.

2. Sells does hereby remise, release, convey and forever quitclaim unto Knox, its successors and assigns, all of Sells' right, title and interest in that certain property described as Tract 2 in the aforementioned deed from Knox to Sells (the same also being described as Tract I in the aforementioned easement recorded in Book 755, Page 875 of said registry.

**TO HAVE AND TO HOLD** unto each of the parties, and their respective heirs, successors and assigns, the interest in property respectively conveyed to the parties by this instrument, forever.

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

KNOX, BLACK & BRIGGS CONSTRUCTION COMPANY

By: _____
President

ATTEST:

_____
Secretary

(Corporate Seal)

_____ (SEAL)
Bobby Lawrence Sells

_____ (SEAL)
Sharon Thompson Sells

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This _____ day of _____, 1991, personally came before me _____, 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 foregoing instrument 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.

_____
Notary Public

My commission expires: _____

(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF ~~MECKLENBURG~~ IREDELL

I, Lynda H. Windsor, a Notary Public in and for said County and State, do hereby certify that Bobby Laurence Sells and wife, Sharon Thompson Sells, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 5th day of July, 1991.

Lynda H. Windsor
Notary Public

My commission expires: 7-11-93

(Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF ~~MECKLENBURG~~ IREDELL

I, Lynda H. Windsor, a notary public of said county and state, do certify that Patrick L. Briggs personally came before me this day and acknowledged that he is secretary of Knox, Black & Briggs Construction Company, a North Carolina corporation, and that by authority duly given and 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 as its secretary.

Witness my hand and notarial seal this 5th day of July, 1991.

Lynda H. Windsor
Notary Public

My commission expires: 7-11-93

(Notary Seal)