Type: CRP
Recorded: 08/19/2019 at 04:04:02 PM
Fee Amt: $26.00 Page 1 of 4
Revenue Tax: $0.00
Iredell County, NC
Ronald N. Wyatt Register of Deeds
BK 2639 PG 150-153

Prepared by and After Recording Return to: Kennedy & Wulfhorst, 3758 Highway 16 N, Denver, NC 28037

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

SEPTIC LINE EASEMENT AND MAINTENANCE AGREEMENT

THIS SEPTIC LINE EASEMENT AND MAINTENANCE AGREEMENT (the "**Agreement**") is made and entered into as of the 3rd day of December, 2018, by and between **WINDING FOREST HOMEOWNERS ASSOCIATION, INC., a North Carolina Non-Profit Corporation** (the "**Grantor**"), and **LINA BOT** (the "**Grantee**").

RECITALS:

A. Grantee is the owner of Lot 12 of Winding Forest Subdivision recorded in Deed Book 2523, Page 1683 of the Iredell County Register of Deeds Office (referred to herein as "**Grantee's Property**"), and Grantor is the owner of Lot 60 of Winding Forest Subdivision recorded in Deed Book 2201, Page 1854 of the Iredell County Register of Deeds Office (referred to herein as "**Grantor's Property**").

B. Grantor's Property and Grantee's Property are adjoining properties located on Winding Forest Drive, Mooresville, North Carolina.

C. The Grantee desires to place septic drain lines under Winding Forest Drive upon the property of Grantor constituting an encroachment on Grantor's Property as generally shown on the Map as "Septic Supply Line Easement Winding Forest Lot 12" as shown on Exhibit A and incorporated herein by reference.

D. Grantor has agreed to grant an easement to Grantee for the purpose of permitting Grantee to use and maintain the septic drainage line to be constructed under Winding Forest Drive and across Grantor's Property, as generally shown on the Map as "Septic Supply Line Easement Winding Forest Lot 12" as shown on Exhibit A and incorporated herein by reference.

E. Grantor and Grantee intend that the owners and their designees, licensees, invitees, mortgagees, lessees, occupants and all other persons acquiring any interest in the Grantor's Property and Grantee's Property shall at all times enjoy the benefits of, and shall hold, sell and convey their interest

Page Count: 4
DNS DPO LIST

EXHIBIT A

NOTES:

1) Area determined by Coordinate Computation Method.
2) Property subject to any facts that may be disclosed by a full and accurate title search.
3) Property may be subject to any Restrictions, Easements, and/or Right of Ways of record and those not of record if they exist.
4) Subject Property is NOT located in a Special Flood Hazard Area as designated by the FEMA FLOOD INSURANCE RATE MAPS. See Map Number 3710483900J – Effective Date 3/18/2008.
5) The purpose of this map is to create a 10' Septic Supply Line Easement crossing Winding Forest Drive to the offsite Septic Easement designated for the use of Lot 12 on COS 60.

I, Thomas E. Williams, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 2523, Page 1683, or other reference source AS NOTED); that the boundaries not surveyed are shown as broken lines drawn from information found in adjoining deeds and plats as noted; that the ratio of precision is 1 : 10,000+; and that this plat meets the requirements of The Standards of Practice for Land Surveying in North Carolina according to North Carolina Administrative Code Title 21, Chapter 56, Section 1600.

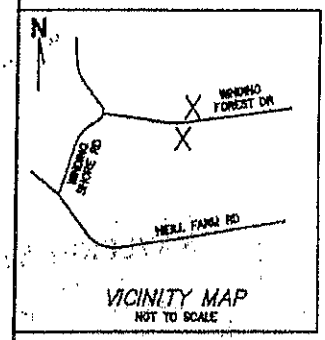
This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

This 26th day of October, 2018.

Thomas E. Williams

Thomas E. Williams, NCPLS 4718

NORTH CAROLINA PROFESSIONAL SEAL L-4718 LAND SURVEYOR THOMAS E. WILLIAMS



"This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats."

80 0 80 160

SCALE: 1" = 80'

Williams Land Surveying, Inc.
License Number C-3636
874 Baymount Drive, Statesville, NC 28625
phone:(704) 878-3966 ~ smallrunningonfaith@bellsouth.net
file: 16\WINDINGFOREST

Septic Supply Line Easement

WINDING FOREST

LOT 12

Fallstown Township, Iredell County, NC

PIN# 4639-69-6770 ~ DB 2523-1683

Property of: Bot Lina

subject to the agreements, covenants, conditions, restrictions, rights, easements and obligations herein set forth.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the above Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey unto Grantee, their heirs, successors and assigns, a nonexclusive, perpetual easement appurtenant to the Grantee's Property for the purpose of use and maintenance of the septic drainage line described above, and Grantor further agrees that this easement shall be appurtenant to and run with Grantee's Property.

2. Grantor and Grantee do hereby also agree that the cost of maintenance of the above described septic drainage lines shall be borne by Grantee, at their sole cost and expense.

3. Grantor and Grantee agree that Grantor's Property and Grantee's Property shall be held, sold and conveyed subject to the provisions of this Agreement which shall constitute equitable servitudes, and run with the land and be appurtenant to Grantor's Property and Grantee's Property, and shall be binding upon the successors and assigns of the owners of said properties.

4. It being further understood and agreed that in the event the septic drainage lines described above are no longer used by Grantee, their successors or assigns, for a continuous period of six (6) months, the septic drainage lines are permanently disconnected by Grantee. On the occurrence of an event resulting in the termination of this easement, Grantee shall have no obligation to remove the sewer lines and septic drainage system from Grantor's Property, or otherwise restore Grantor's Property to any condition existing prior to the construction of the sewer lines and septic drainage system.

5. Grantor and Grantee shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to the use and occupancy of their respective properties, including the obligation of Grantee to maintain the above described septic drainage line, at their sole cost and expense.

6. Grantor covenants with Grantee that Grantor is seized of Grantor's Property in fee simple and that Grantor has the right to convey such rights and easement, that such property is free and clear of all encumbrances, and that Grantor will forever warrant and defend the title to the same against lawful claims of persons whomsoever.

TO HAVE AND TO HOLD the easement hereby created unto the Grantee, their heirs, successors and assigns, as an easement appurtenant to the Grantee's Property, but subject to the termination conditions stated above.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first above written.

GRANTOR:

Winding Forest Homeowners Association, Inc.

by Patricia Paige Nutley (SEAL)
Patricia Paige Nutley Vice President

GRANTEE:

Lina Bot (SEAL)
Lina Bot

NORTH CAROLINA
~~LINCOLN COUNTY~~ KW
Iredell County

I, the undersigned Notary Public, do hereby certify that Lina Bot personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 8 day of ~~December, 2018.~~ July, 2019 KW

Notary Public

My Commission Expires:
Oct 24 2023

KAYLEIGH WASHAM
Notary Public
Iredell Co., North Carolina
My Commission Expires Oct. 24, 2023

NORTH CAROLINA
~~LINCOLN COUNTY~~ KW
Iredell County

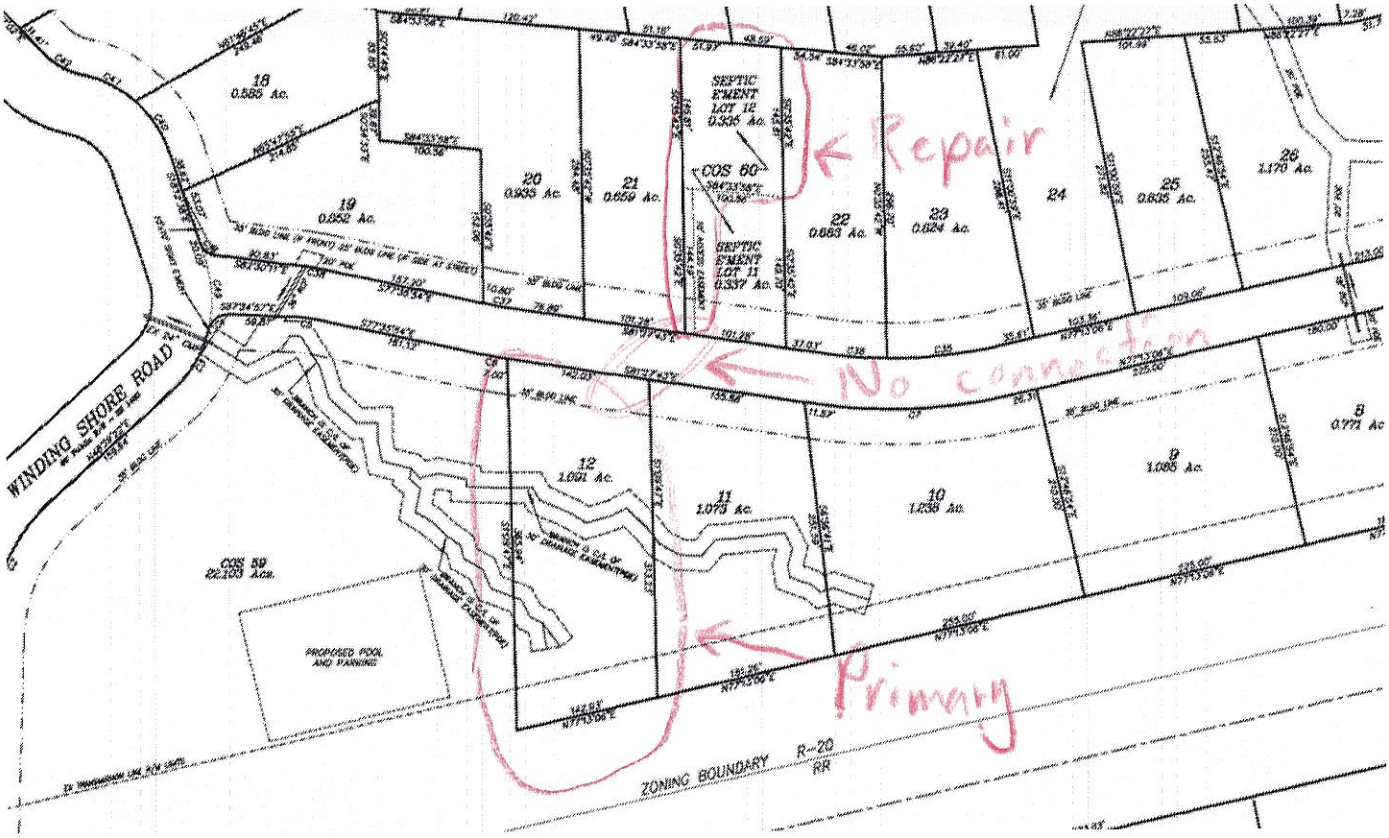
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Patricia Page Neeley personally appeared before me this day and acknowledged that he is the Vice President of Winding Forest Homeowners Association, Inc., a North Carolina Non-Profit Corporation and the foregoing instrument was signed in its name by its Vice President on behalf of the company.

WITNESS my hand and official seal, this 8 day of ~~December, 2018.~~ July 2019 KW

Notary Public

My Commission Expires:
Oct 24 2023

KAYLEIGH WASHAM
Notary Public
Iredell Co., North Carolina
My Commission Expires Oct. 24, 2023


WINDING SHORE ROAD
SEPTIC E'MENT LOT 12 0.335 Ac.
COS 60
SEPTIC E'MENT LOT 11 0.337 Ac.
Repair
No connection
Primary
COS 59 22.283 Acres
PROPOSED POOL AND PARKING
ZONING BOUNDARY
R-20
RR
18 0.565 Ac.
19 0.952 Ac.
20 0.935 Ac.
21 0.659 Ac.
22 0.883 Ac.
23 0.824 Ac.
24
25 0.835 Ac.
26 1.170 Ac.
12 1.091 Ac.
11 1.073 Ac.
10 1.238 Ac.
9 1.095 Ac.
8 0.772 Ac.

DB: 49

Pg: 87