Type: CONSOLIDATED REAL PROPERTY
Recorded: 3/14/2022 12:31:49 PM
Fee Amt: $26.00 Page 1 of 8
Revenue Tax: $0.00
Iredell County, NC
Maureen P. Purcell Register of Deeds

BK 2903 PG 37 - 44

This Instrument Prepared by
& after Recording Mail to: Todd Jason Farlow, Attorney
P.O. Box 3965
Mooresville, N.C. 28117

STATE OF NORTH CAROLINA)
) SEPTIC EASEMENT
COUNTY OF IREDELL)

THIS SEPTIC EASEMENT is made this 11 day of March, 2022 by **C. Preston Cornelius & wife Marsha H. Cornelius**, residents and citizens of Iredell County North Carolina (hereinafter referred to collectively as "Grantors") in favor of **SC Landholdings, LLC**, a North Carolina Limited Liability Company;

WITNESSETH:

The following recitals of fact are a material part of this instrument:

A. Grantors are the owner of that certain parcel of real property known as Lot 14A Cornelius Subdivision as shown on Plat Book 16, at page 80, ICR and located on Twin Sisters Lane as depicted on the survey attached hereto as Exhibit A and incorporated herein by reference; and

B. That Grantee is the owner of Cornelius Lot 15, Plat Book 16, at page 80, being otherwise known as future Sisters Cove Lot 65 as shown on Exhibit A; and

C. That Grantee will be selling both Cornelius Lot 15 and, once purchased by Grantee, Cornelius Lot 14A to Nest Homes, LLC; and Nest Homes, LLC shall construct a residential home upon Cornelius Lot 15; and

Submitted electronically by "Nest Homes, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

D. That the septic drawings for Cornelius Lot 15 require an off-site septic system to be located upon Cornelius Lot 14A; and

E. As such, Grantee, in order to convey a buildable parcel of real property to Nest Homes, LLC requires an easement for the placement of a septic system upon Grantor's Property, and Grantors are willing to grant the same pursuant to certain terms and conditions as set forth herein.

NOW THEREFORE, for good and valuable consideration, as set forth below, the sufficiency of which is hereby acknowledged by the parties due execution of this Agreement, Grantor and Grantee agree as follows:

PERMANENT GRANT OF SEPTIC EASEMENT

1. Grantors, for themselves, and their successors and/or assigns, hereby declares and creates a Permanent Easement for the construction and installation, and permanent maintenance of, a Septic System servicing Cornelius Lot 15 upon and under the lands of Cornelius Lot 14A as shown on survey of Property as set forth on Exhibit A, for the benefit of the respective Lot 15 Cornelius Property Owner, its successors and/or assigns, for the purposes of laying, construction, installing, using, replacing, repairing, reconstructing, and maintaining a septic system upon Cornelius Lot 14A as an appurtenant easement thereto, and the lands within the easement granted herein, all of the above-described purposes to be performed in any part of said easement where necessary.

2. Grantors, for themselves and their successors and/or assigns, hereby further declares and creates a general easement for access, ingress, and egress over and under Cornelius Lot 14A for purposes of installation, maintenance and upkeep of the Septic System upon Lot 14A, for the benefit of the current and future owners of Lot 15 Cornelius Subdivision, and burdening the current and future owners of Lot 14A Cornelius Subdivision. Said access easement is limited to that which is reasonably necessary to perform construction, installation, maintenance, and upkeep activities of the Septic System.

3. Provided however, and specifically excluding any damage that is the result of the gross negligence or intentionally tortious behavior of the Grantors, their successors and/or assigns, in the event that any other lot owned by Grantor outside of Lot 14A should be damaged as part of the Lot 15 Cornelius owner's use and maintenance of the Septic System, the responsible Lot 15 Cornelius owner shall be required to repair or return to the same to substantially similar condition as existed prior to any work upon the Septic System on Lot 14 Cornelius Subdivision.

STANDARD PROVISIONS

4. The grants of Easement described herein are expressly appurtenant to, and run with the title to the Property, and shall be binding upon the Grantors and Grantee's successors and/or assigns.

5. The parties hereto agree that this Agreement shall be recorded in the Office of the Register of Deeds for Iredell County, North Carolina.

6. This grant of Easement contains the entire agreement and understanding of the parties, and there are no oral understandings, terms or conditions, that the parties have relied upon any representation, express or implied, not contained herein.

7. The grant of Easements herein shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, Declarant has caused this Declaration of Easements to be executed by its duly elected Manager as of the day and year first above written.

THIS the 11 day of March, 2022.

GRANTORS:

C. Preston Cornelius (SEAL)
C. Preston Cornelius

Marsha H. Cornelius (SEAL)
Marsha H. Cornelius

GRANTEE:

SC Landholdings, LLC
A North Carolina Limited Liability Company

By: _____ (SEAL)
Eric M. Wood
Manager

****

IREDELL COUNTY
STATE OF NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, and each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **C. Preston Cornelius & Marsha H. Cornelius; Grantor** (person signing)

Date: March 11, 2022 _____
Laketa Davis, Notary Public

Laketa Davis
NOTARY PUBLIC
Iredell County, NC
My Commission Expires June 22, 2022

My Commission Expires: June 22, 2022

IREDELL COUNTY
STATE OF NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, and each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Eric M. Wood, Manager of SC Landholdings, LLC; Grantee** (person signing)

Date: ~~February~~ March 11, 2022 _____
Laketa Davis, Notary Public

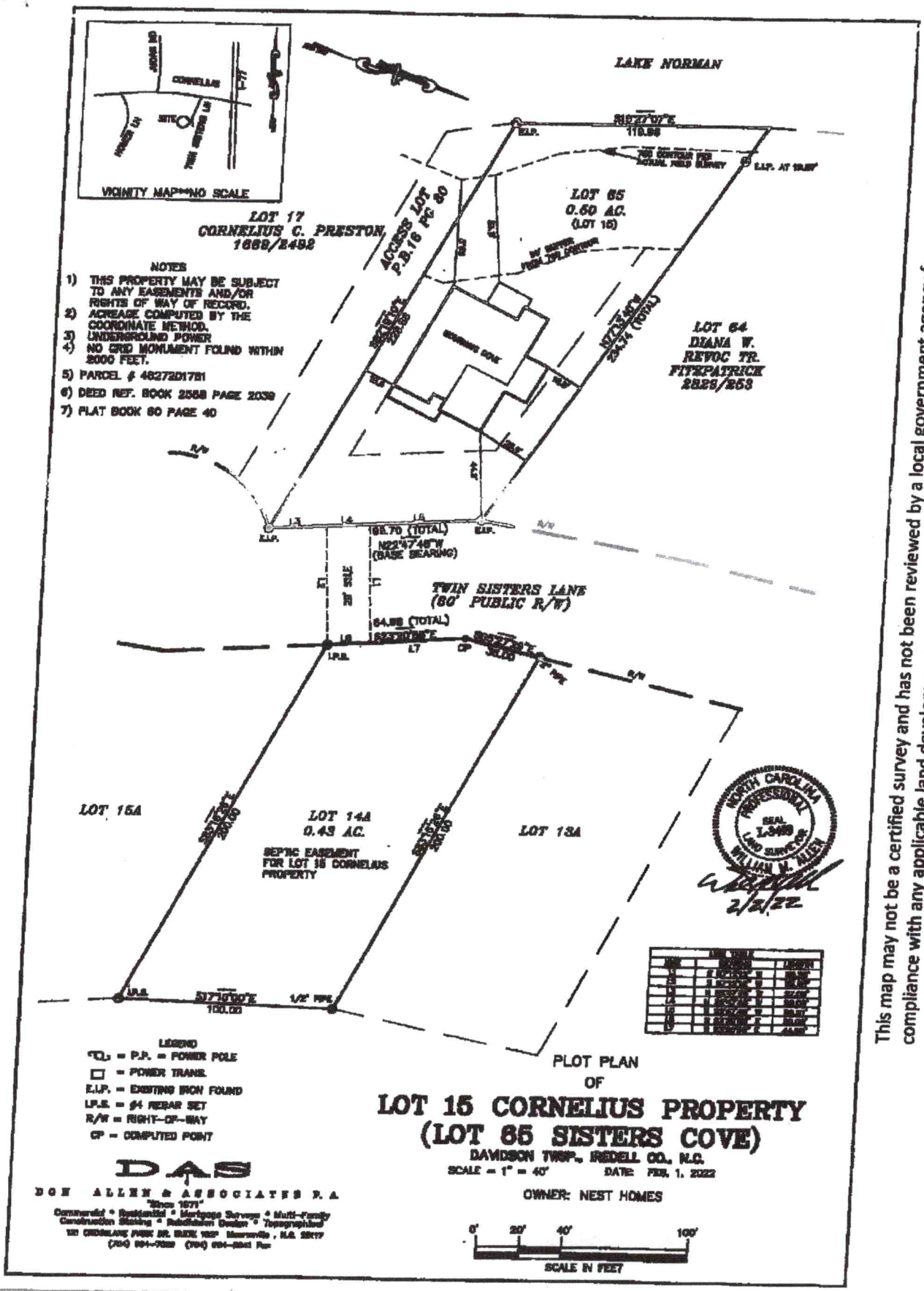
My Commission Expires: June 22, 2022

Laketa Davis
NOTARY PUBLIC
Iredell County, NC
My Commission Expires June 22, 2022

Laketa Davis
NOTARY PUBLIC
Iredell County, NC
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EXHIBIT A

(See Attached Survey of Septic Area)



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.

EXHIBIT B-1

GRANTOR'S PROPERTY

BEING ALL OF LOT 14A OF CORNELUS SUBDIVISION AS THE SAME IS SHOWN ON A MAP THEREOF PLATTED, PLANNED, AND RECORDED IN PLAT BOOK 16, AT PAGE 80, IN THE OFFICE OF THE REGISTER OF DEEDS FOR IREDELL COUNTY, NORTH CAROLINA.

EXHIBIT B-2

GRANTEE'S PROPERTY

BEING ALL OF LOT 15 OF CORNELUS SUBDIVISION AS THE SAME IS SHOWN ON A MAP THEREOF PLATTED, PLANNED, AND RECORDED IN PLAT BOOK 16, AT PAGE 80, IN THE OFFICE OF THE REGISTER OF DEEDS FOR IREDELL COUNTY, NORTH CAROLINA.