Type: CONSOLIDATED REAL PROPERTY
Recorded: 4/25/2016 12:36:06 PM
Fee Amt: $26.00 Page 1 of 4
Revenue Tax: $0.00
Iredell County, NC
Matthew J. McCall Register of Deeds

BK 2416 PG 215 - 218

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

DECLARATION OF
SEPTIC EASEMENT

THIS DECLARATION OF SEPTIC EASMENT ("Declaration") is made this 31st day of March, 2016, by ESSEX HOMES SOUTHEAST, INC. (hereinafter referred to as "Essex"), a South Carolina corporation.

STATEMENT OF PURPOSE

Essex is the record owner of certain real property located in Barringer Township, Iredell County, North Carolina. Essex is developing said property into a subdivision known as Autumn Grove. When completed, Lots 38 and Lot 40 of Autumn Grove will utilize septic easements that cross Lot 37. The affected property is depicted on a plat (the "Plat") recorded at Map Book 63, Page 121, Iredell County Registry, to which reference is made herby for a more complete description. Essex wishes to record this Declaration in order to set forth the terms upon which the septic easements that will be located on Lot 37 will be shared and maintained among the owners of Lots 37, 38, and 40 (the "Lots").

NOW, THEREFORE, in consideration of the mutual covenants and easements herein granted to each party and for the benefit of any future owners of the Lots, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the party hereby agrees and declares, establishes and reserves the following:

1. Grant of Septic Easement to Lot 38. Essex hereby declares and establishes a permanent easement for the benefit of Lot 38 for the purpose of constructing, using, and maintaining a septic drainage field on Lot 37, as further shown on the Map attached hereto as Exhibit A. This easement is not personal but is appurtenant to and shall run with the land benefited and burdened thereby and shall be binding upon all present and future Owners of Lot 38, Lot 37, their successors in title or interest and their permitted assigns. Essex hereby grants to the owner of Lot 38 such right of ingress, egress, and regress over and upon Lot 37 as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending, and otherwise keeping in good repair the septic lines for which the easement is granted.

2. Grant of Septic Easement to Lot 40. Essex hereby declares and establishes a permanent easement for the benefit of Lot 40 for the purpose of constructing, using, and maintaining a

Drawn by and return to:
Moretz & Skufca, PLLC (JEM)

Submitted electronically by "Moretz & Skufca, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

septic drainage field on Lot 37, as further shown on the Map attached hereto as Exhibit A. This easement is not personal but is appurtenant to and shall run with the land benefited and burdened thereby and shall be binding upon all present and future Owners of Lot 40 and Lot 37, their successors in title or interest and their permitted assigns. Essex hereby grants to the owner of Lot 40 such right of ingress, egress, and regress over and upon Lot 37 as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending, and otherwise keeping in good repair the septic lines for which the easement is granted.

3. Maintenance of Easement Areas. The respective owners of Lot 38 and Lot 40 shall be responsible for the necessary installation, maintenance, repair, replacement, and operation of their respective individual lateral septic lines connecting his Lot to the drainage field on Lot 37. To the extent that any party undertakes improvements upon any easements provided for above, then such improvements shall be constructed in a good and workmanlike condition and that all work is performed only with a permit by the appropriate governmental entity. Any person performing maintenance pursuant to these easements shall repair and replace any landscaping disturbed by such construction to the same or better condition as the same existed prior to such construction.

4. Covenants of Lot 38 and Lot 40 Owners.

a. The easements, covenants, and rights contained in this Declaration are not personal but are appurtenant to and shall run with the land benefitted and burdened thereby and shall be binding upon all present and future Owners of the Lots, their successors in title or interest and their permitted assigns. The Plat is superseded and supplemented as set forth in this Declaration

b. Each individual executing this Declaration represents and warrants that they are the sole Owner(s) of their Lot and that he or she has the legal right to enter into this Declaration, and agrees to forever defend and hold harmless the other parties for any loss or damages they may suffer, including reasonable attorneys' fees, arising from or related to the inaccuracy of such representations, whether made knowingly or unknowingly. In the event of damage being done by one Owner to the septic easement of the other, the Owner causing damage shall be required to compensate the injured Owner for the damage incurred.

c. Any dispute regarding maintenance or damage caused by the Owners shall be decided by one arbitrator who shall be selected by each Owner, and a third if necessary, by the two arbitrators so selected, and that the decision in writing of two of said arbitrators shall be final and binding upon the parties hereto.

5. Covenants of Lot 37 Owner.

a. The use of Lot 37 is hereby limited to use as a septic drainage field only.

b. The Association hereby grants to the owners of Lots 38 and 40 such right of ingress, egress, and regress over and upon Lot 37 as may be necessary for the purposes of

locating, laying, constructing, reconstructing, inspecting, operating, extending, and otherwise keeping in good repair the septic lines for which the easement is granted.

6. Miscellaneous. Any modifications to this Agreement must be in written, recordable form and be executed by the parties hereto. Any waiver to this Agreement must be in written, recordable form and be executed by the parties hereto. This document embodies the complete understanding of the parties with regard to the matters addressed herein, and all other discussions or understandings between the parties, whether verbal or written, are merged herein.

IN WITNESS WHEREOF, the party has caused this Declaration to be executed by authority duly given as of the date first written above.

ESSEX HOMES SOUTHEAST, INC., a
South Carolina corporation

By: _____

Greg Stallard, President

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, Jeremy K. Smith, a Notary Public of Union County, North Carolina, certify that the Greg Stallard personally appeared before me this day and acknowledged to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: President of Essex Homes Southeast, Inc. Witness my hand and official stamp or seal, this the 31st day of March, 2016.

_____

Notary Public
Name: Jeremy K. Smith

My commission expires: 9/17/2017

JEREMY K. SMITH
Notary Public
Union County
My Commission Expires
09/17/2017
NORTH CAROLINA