Type: CONSOLIDATED REAL PROPERTY
Recorded: 3/5/2021 2:53:09 PM
Fee Amt: $26.00 Page 1 of 4
Revenue Tax: $0.00
Iredell County, NC
Maureen P. Purcell Register of Deeds

BK 2789 PG 2263 - 2266

Prepared By & Return To:
C. Jason Ralston, Attorney at Law
Ralston, Benton, Byerley & Moore, PLLC
335 N. Center Street
Statesville, NC 28677

NORTH CAROLINA)
)
IREDELL COUNTY)

GRANT OF PERMANENT SEPTIC EASEMENT

THIS UTILITY EASEMENT made this 5th day of March, 2021, by and between Sterling Elmasri (hereinafter referred to as "Grantor", and Sterling Elmasri (hereinafter referred to as "Grantee");

WITNESSETH:

This in consideration of the agreements and covenants hereinafter set forth to be performed by the Grantee and valuable consideration to them paid by the Grantee, the receipt whereof is hereby acknowledged, Grantors hereby give, grant, bargain, release, sell and convey unto the Grantee, its successors and assigns, forever, a perpetual and permanent septic easement for the purpose of clearing, removing of obstructions, including trees, bushes, undergrowth, trenching for, laying, construction, using, replacing, repairing, reconstructing, and maintaining a septic drainage line and the lands within the easement granted herein, all the above-described purposes to be performed in any part of said easement where necessary.

PERMANENT UTILITY EASEMENT

This deed of easement is executed and delivered and said easements are granted upon the following conditions:

1. Grantors agree for itself and its heirs, administrators, executors, successors, and assigns, not to molest, disturb, or in any manner interfere with the Grantee's officers, agents, representatives, or employees in regard to clearing,

Page Count 4
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trenching for, laying, constructing, reconstructing, using, repairing, replacing, and maintaining said septic line and easement facilities.

2. The permanent easements herein described shall be kept by Grantors, its heirs, administrators, executors, successors, and assigns, in such condition, at all times that the same are in effect, that the grantee, by and through its proper officers, agents, representatives, or employees, can enter upon the same without hindrance or obstruction.

3. Grantors agree for itself and its heirs, administrators, executors, successors, and assigns neither to construct nor place any structures, roadways, obstructions, plantings or fill on or over the permanent easement herein granted without the prior written consent of the Grantee, nor to endanger the structural integrity of the septic line and easement facilities and appurtenances thereto, by any activities or otherwise.

4. The easements, agreements, and conditions are appurtenant to and run with the land, are binding upon the heirs, administrators, executors, successors and assigns of Grantor.

5. This deed of easement contains the entire agreement and understanding between the Grantors and the Grantee. There are no oral understandings, terms, or conditions, and neither the Grantors nor the Grantee has relied upon any representations, express or implied, not contained herein.

TO HAVE AND TO HOLD said easements to said Grantee, its successors and assigns, forever, for the uses and purposes herein described.

AND the said Grantor, for itself and its heirs, administrators, executors, successors, and assigns, hereby covenant to and with the said Grantee, its successors and assigns, that they are seized of said premises in fee simple, that they solely have the right to grant these easements; and that they will forever defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Sterling Elmasri

STATE OF NORTH CAROLINA
COUNTY OF Iredell

I, Rachel Sharpe, a Notary Public of the County and State aforesaid, certify that Sterling Elmasri, being known to me or proved on the basis of satisfactory evidence to be the person described, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 5th day of March, 2021.

Notary Public

My Commission Expires: 12/20/2022

RACHEL SHARPE
Notary Public, North Carolina
Iredell County
My Commission Expires
December 20, 2022

EXHIBIT "A"

BEING all of Lot Number 1 and 2 as shown on plat recorded in Plat Book 73 at Page 26, Iredell County Registry entitled "Family Division Survey for Sterling Elmasri".

Property Address: 351 N. Shady Rest Road, Statesville, NC 28677

Parcel ID: 4703-16-6505.000