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Fee Amt: $26.00 Page 1 of 3
Revenue Tax: $0.00
Iredell County, NC
Matthew J. McCall Register of Deeds
BK 2240 PG 801-803

PRIVATE EASEMENT FOR SEWER LINES

The Heirs of Azile Rimmer Rumple--Margaret Rumple McNeely (Margaret Rumple Grant) and James Carl Rumple, Jr., (Grantors) for and in consideration of good and valuable consideration, hereby dedicates, conveys and grants to Margaret Rumple McNeely (Grantee) and its successors and assigns a permanent easement for sewer lines and appurtenances thereto upon the following described property situated in Iredell County, North Carolina, legally described as follows:

Recitals:

A. The Grantors are the owners of certain real property commonly known as The Estate of Azile Rimmer Rumple, 715 Old Mountain Road, Statesville, North Carolina, SR 1005 32.21 AC Rumple (4722555210.000) (Servient Estate)

B. The Grantee is the owner of certain real property commonly known as 715 Old Mountain Road, Statesville, NC, Margaret Rumple McNeely, SR 1005, 0.78 AC, (4722651629.000) on Exhibit "A" (1) attached hereto and incorporated herein.

1. Nature and Location of Easement.

The Easement granted by Grantors herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under the real property Servient Estate SR 1005 Rumple shown (4722555210.000) on Exhibit "A" (2), attached hereto and incorporated herein, such Easement for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating sewer lines, together with all facilities, connectors and appurtenances ("Sewer Lines"), including the right of ingress and egress for said purposes.

2. Right of Entry.

Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property and adjoining property owned by the Grantor and his assigns and successors to install, lay, construct, renew, operate and maintain lines and necessary facilities and other equipment for the purposes of serving the property and other properties with sewer service. The Grantee agrees to restore the property to its condition prior to any disturbance from construction, operation, maintenance, repair, or replacement of the Sewer Lines.

3. Encroachment/Construction Activity.

Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Sewer Lines or endanger the lateral or other support of the Sewer Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without

written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Sewer Lines.

4. Binding Effect/ Warranty of Title.

The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

5. Recording.

Upon its execution, the Easement shall be recorded with the Register of Deeds, Iredell County, North Carolina.

DATED this 3rd day of May, 2013.

GRANTOR(S):

Heirs of Azile Rimmer Rumple:

Margaret Rumple McNeely (Margaret Rumple Grant) Date 5/6/13
Margaret Rumple McNeely (Margaret Rumple Grant)

James Carl Rumple, Jr. Date May 3, 2013
James Carl Rumple, Jr.

I certify that the above persons personally appeared before me this day each acknowledging to me that they signed the forgoing document: James Carl Rumple, Jr. and Margaret Rumple McNeely (Margaret Rumple Grant).

North Carolina, Iredell County, 05-03-13 Date 05-06-13

Notary: Lee Jan Waddell Lee Jan Waddell
expires 02-22-2014

LEE JAN WADDELL NOTARY PUBLIC IREDELL COUNTY, N.C.