Doc ID: 010253850004 Type: CRP
Recorded: 09/27/2006 at 11:2[illegible]:43 AM
Fee Amt: $23.00 Page 1 of 4
Excise Tax: $0.00
Iredell County, NC
Brenda D. Bell Register of Deeds
BK 1787 PG 628-631

4

STATE OF NORTH CAROLINA
COUNTY OF IREDELL
Prepared by & Return to : Viki M. West, Attorney at Law
PO Box 1562, Mooresville, NC 28115

THIS SEWER EASEMENT is made this the 25th day of September, 2006 by and between Andrew C. Johnson and wife, Kristi B. Johnson, hereinafter referred to **"Grantors"** and Margarita Dirksen and M. Consuelo Pena, hereinafter referred to **"Grantees"**;

The Grantors in consideration of the agreements and covenants hereinafter set forth to be performed by the Grantee and in consideration of the sum of Two Hundred and 00/100 Dollars ($200.00) to them paid by the Grantee, the receipt of which is hereby acknowledged, the Grantors hereby give, grant, bargain, release, sell and convey until the Grantees, their successors and assigns, forever, a perpetual and permanent easement for the purpose clearing, removing of obstructions including trees, bushes, undergrowth, trenching for laying, construction, using, replacing, repairing, reconstructing and maintaining a sewer/utility easement appurtenant thereto, and the lands within the easement granted herein, all the above-described purposes to be performed in any part of said easement where necessary, and said easement being more fully described as follows:

BEGINNING at a point located North 46-33-27 West 88.75 feet from a rebar found on the Northern edge of the right of way for Shiloh Road (SR 2318), a common corner of the Grantee (See Deed Book 1775, at Page 1053, Iredell County Public Registry) and the Grantor (see Deed Book 1047, at Page 1971, Iredell County public Registry) thence running with the dividing line of the Grantee and Grantor North 46-33-27 West 25.13 feet to a point; thence along the following three (3) lines located within the property of the Grantor: (1) North 10-16-26 West 28.54 feet to a point, (2) thence South 80-16-53 East 20.43 feet to a point; (3) South 09-27-00 West 42.49 feet to the POINT AND PLACE OF BEGINNING; a permanent utility easement pue (s) 754 square feet, more or less.

SEE ATTACHED EXHIBIT A – recorded herewith for informational purposes

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

1. Grantors agree for themselves and their heirs, administrators, executors, successors and assigns, not to molest, disturb or in any manner interfere with the grantees, grantee's agents or employees in regards to clearing, trenching for, laying, constructing, reconstructing, using, repairing, replacing and maintaining said sewer / utility easement facilities.
2. The permanent easement herein described shall be kept by Grantors, their heirs, administrators, executors, successors and assigns, in such condition, at all times such that Grantees, its agents, employees, successors in interest, assigns can enter upon the same without hindrance or obstruction. Further Grantors agree for themselves and the 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 grantees, nor to endanger the structural integrity of the sewer / utility easement facilities and appurtenances thereto, by any activities or otherwise.
3. The Easements, agreements, and conditions are appurtenant to and run with the land, are binding upon the heirs, administrators, executors, successors and assigns of Grantors.
4. This Deed of Easement contains the entire agreement and understanding between the Grantors and the Grantees; there are no oral understandings, terms or conditions and neither the Grantors nor the Grantees has relied upon any representation, 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 purpose herein described.

AND the said Grantors, for themselves and their heirs, administrators, executors, successors and assigns, hereby covenant to and with the said Grantee, its successors and assigns that they are seized of the said premises in fee simple, and 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 Grantors have hereunto set their hands and seal this the 25th day of September, 2006.

_____ (SEAL)
Andrew C. Johnson

_____ (SEAL)
Kristi B. Johnson

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, Beverly C. Minton, a Notary Public for Wilkes County, State of North Carolina, do hereby certify that **Andrew C. Johnson and Kristi B. Johnson** Grantor(s) personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purposes stated therein.

I certify that the Signatory personally appeared before me this day, and *(check one of the following)*:

____ I have personal knowledge of the identity of the Signatory; or

__✓__ I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of *(check one of the following)*:

6143302 NCDL A.C.J.
8456651 NCDL KBJ

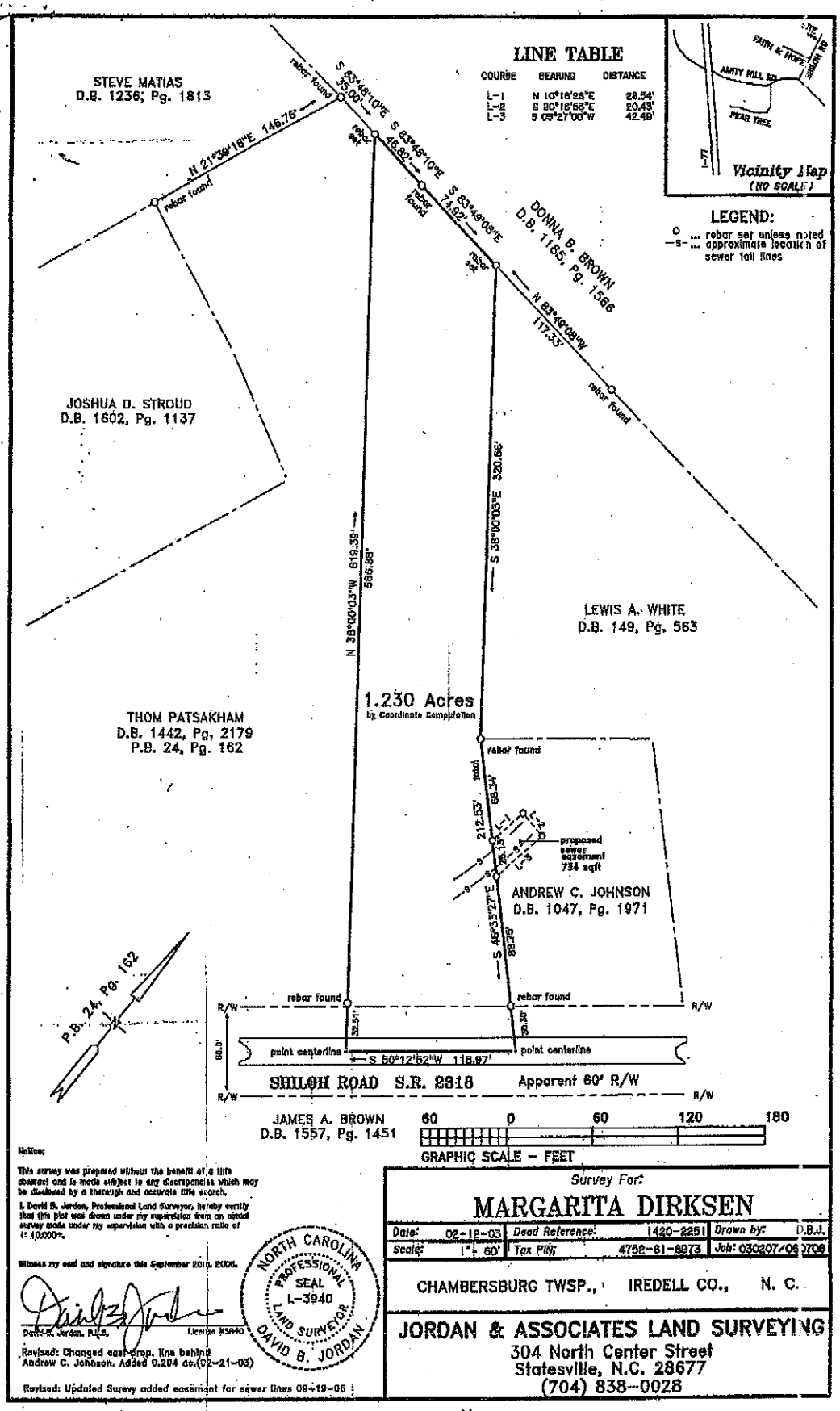
__✓__ a driver's license or
____ in the form of _____; or
____ a credible witness has sworn to the identity of the Signatory

Witness my hand and notarial seal this the 25th day of September 2006.

(Notarial Stamp)

BEVERLY C. MINTON NOTARY PUBLIC WILKES COUNTY, N. C. My Comm. Exp. 2-8-11

Beverly C. Minton
Notary Public
My Commission Expires:



Notice:

This survey was prepared without the benefit of a title abstract and is made subject to any discrepancies which may be disclosed by a thorough and accurate title search.

I, David B. Jordan, Professional Land Surveyor, hereby certify that this plat was drawn under my supervision from an actual survey made under my supervision with a precision ratio of 1: 10,000+.

Witness my seal and signature this September 20th, 2006.

David B. Jordan, P.L.S. License #3940

NORTH CAROLINA PROFESSIONAL SEAL L-3940 LAND SURVEYOR DAVID B. JORDAN

Revised: Changed east prop. line behind Andrew C. Johnson. Added 0.204 ac.(02-21-03)

Revised: Updated Survey added easement for sewer lines 08-19-06

Survey For:

MARGARITA DIRKSEN

Date:	02-18-03	Deed Reference:	1420-2251	Drawn by:	D.B.J.
Scale:	1" = 60'	Tax PIN:	4752-61-8973	Job:	030207/060706

CHAMBERSBURG TWSP., IREDELL CO., N. C.

JORDAN & ASSOCIATES LAND SURVEYING
304 North Center Street
Statesville, N.C. 28677
(704) 838-0028

"EXHIBIT A"