Type: CONSOLIDATED REAL PROPERTY
Recorded: 7/11/2019 8:01:02 AM
Fee Amt: $26.00 Page 1 of 6
Iredell County, NC
Ronald N. Wyatt Register of Deeds

BK 2630 PG 1149 - 1154

Prepared by and return to:
Paul L. Comer IV
Homesley & Wingo Law Group PLLC
330 South Main Street
Mooresville, NC 28115
www.lakenormanlaw.com
File #130428

STATE OF NORTH CAROLINA

SEPTIC EASEMENT AGREEMENT

COUNTY OF IREDELL

THIS SEPTIC EASEMENT AGREEMENT (the "Agreement") made this 10th day of July, 2019, by and between **Dennis L. Borem and wife, Tamra J. Borem** (hereinafter referred to as "Grantor"), and **Andrew J. Borem and wife, Kay L. Borem** (hereinafter referred to as "Grantee");

W I T N E S S E T H:

WHEREAS, Grantor owns certain real property (hereinafter referred to as the "Grantor's Property"), more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein; and

WHEREAS, Grantee owns certain real property (hereinafter referred to as the "Grantee's Property") more particularly described on **Exhibit "B"** attached hereto and incorporated by reference herein; and

WHEREAS, the septic system serving the Grantee's Property is located on the Grantor's Property; and

WHEREAS, Grantee does desire to use a portion of the Grantor's Property for access to the septic system and as a repair area for the benefit of the Grantee's Property; and

WHEREAS, Grantor has agreed to grant Grantee an easement to allow Grantee to access, maintain and utilize a sewage disposal system or portions thereof on Grantor's Property; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee a permanent and perpetual easement over, through and across Grantor's Property hereinafter described subject to the provi-

Submitted electronically by "Homesley & Wingo Law Group PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

Submitted electronically by "Homesley & Wingo Law Group PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

sions hereinafter set forth for the purpose of access and utilizing the septic system or other drainage system or absorption systems for sewage disposal, together with the right of way and easement at any time Grantee, their heirs, successors and assigns, to enter on said tract with equipment and/or personnel to perform necessary maintenance or repairs to said system. Persons or firms exercising the easement herein contained shall proceed expeditiously with completion of any maintenance or to avoid unnecessary inconvenience to Grantor, and the persons or firms exercising said easement shall repair all damage caused to the said property immediately. It is further understood that all drainage fields or other installation placed on said property under this easement will be placed underground and in such a manner that the installation will not interfere with other property owned by Grantor. The property over which this easement is granted is more particularly described as follows:

BEING all that property necessary for the proper access, utilization and maintenance of an existing septic system or septic repair area over and upon the Grantor's Property, described more particularly in "Exhibit A," attached hereto and incorporated by reference herein.

(hereinafter the "Easement")

2. The Easement described shall be kept by Grantor, their heirs, successors and assigns, in such condition, at all times that the same are in effect, that Grantee, can enter upon same without hindrance or obstruction.

3. Grantor agrees for themselves and their heirs, successors and assigns, not to construct or place any structure or fill on or over the Easement herein granted without the prior written consent of Grantee or to endanger the septic system and appurtenances thereto by any construction activities or otherwise. Should Grantee perform any work on the septic system or the Easement, Grantee shall always promptly return the Grantor's Property and Easement to the condition it was in immediately prior to the work performed.

4. The Easement, agreements and conditions are appurtenant to and run with the land and are binding upon the heirs, successors and assigns of Bruner.

5. This easement shall automatically expire; however, should Grantee's Property ever be connected to a maintained sewer line.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

Dennis L. Borem (SEAL)
Dennis L. Borem

Tamra J. Borem (SEAL)
Tamra J. Borem

SEAL-STAMP

C. LEIGH FISHER NOTARY PUBLIC My Comm. Exp. 9/23/2023 CABARRUS COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, C. Leigh Fisher, a Notary Public of Cabarrus County and the State aforesaid, certify that **Dennis L. Borem and wife, Tamra J. Borem**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they voluntarily executed the same in their capacity, for the purposes contained therein and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument. Witness my hand and official stamp or seal, this 10 day of July, 2019.

C. Leigh Fisher, Notary

My commission expires: 9/23/2023

EXHIBIT "A"
Grantor's Property

3.92 acres off of Satellite Drive, Mooresville, NC 28115
A portion of parcel 4760611592

BEING all of Lot 3 as shown on a plat entitled "A Family Subdivision of Dennis & Tamra Borem Property" as platted, planned and recorded in Plat Book 70 at Page 44, Iredell County Registry.

EXHIBIT "B"
Grantee's Property

1.62 acres off of Shinnville Road, Mooresville, NC 28115
A portion of parcels 4760525175 & 4760611592

BEING all of Lot 2 as shown on a plat entitled "A Family Subdivision of Dennis & Tamra Borem Property" as platted, planned and recorded in Plat Book 70 at Page 44, Iredell County Registry.

_____ (SEAL)
Andrew J. Borem

Kay Borem
_____ (SEAL)
Kay L. Borem

SEAL-STAMP



STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, C. Leigh Fisher, a Notary Public of Cabarrus County and the State aforesaid, certify that **Andrew J. Borem and wife, Kay L. Borem**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they voluntarily executed the same in their capacity, for the purposes contained therein and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument. Witness my hand and official stamp or seal, this 10th day of July, 2019.

C. Leigh Fisher, Notary

My commission expires: 9/23/2023