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Fee Amt: $26.00 Page 1 of 6
Revenue Tax: $0.00
Iredell County, NC
Matthew J. McCall Register of Deeds
BK2201 PG656-661

Drawn by: Alan G. Carpenter, Attorney at Law

NORTH CAROLINA

IREDELL COUNTY

DEED OF EASEMENT

This Deed of Easement is made this 15th day of October, 2012, by and between DARRELL W. HORNY and wife, MONIKA Z. HORNY, (hereinafter called "Grantor"), and DARRELL W. HORNY and wife, MONIKA Z. HORNY, (hereinafter called "Grantee")

RECITALS:

1. The Grantor is the owner of a tract or parcel of land known as Lot No. 30 of BELLWOOD, as platted in Plat Book 12, page 14, and designated Iredell County PIN 4764-51-1477, and described in Deed Book 1901, page 130, Iredell County Registry.

2. The Grantee is the owner of an adjoining tract or parcel of land known as Lots No. 28 and 29 of BELLWOOD, as platted in Plat Book 12, page 14, and designated Iredell County PIN 4764-51-1230, and described in Deed Book 2185, page 1, Iredell County Registry.

3. The Grantee is in need of an easement over and upon Lot No. 30, in order to provide an area for a sufficient drainfield and repair areas for a septic system, which septic system shall serve the residence to be constructed upon Lots Nos. 28 and 29 of Bellwood.

NOW, THEREFORE, in consideration of the foregoing premises and the sum of $1.00, the Grantor does hereby give, grant, and convey unto the Grantee, his heirs and assigns, a perpetual right of way and easement for purposes of the installation and operation of a septic system, drain field and repair area, over and upon the property described as follows:

BEING the areas shown on the attached schematic drawing of Lot No. 30 of Bellwood (as platted in Plat Book 12, page 14, Iredell County Registry), showing the location of the drain field and the repair

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area.

It is understood and agreed that the owner of Lots 28 and 29 of BELLWOOD shall have the right of access to the septic system, for all purposes including the rights of ingress, egress, system installation, operation, maintenance, monitoring and repairs.

To have and to hold the said right and easement unto the Grantee, his heirs, successors and assigns forever; it being agreed that the rights granted herein shall be an appurtenance to Lot Nos. 28 and 29 of BELLWOOD, and shall run with the land by whomsoever owned.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing, as of the day and year first above written.

Darrell W. Horny (SEAL)

Monika Z. Horny (SEAL)

OPERATION & MAINTENANCE CONTRACT
ON-SITE SEWAGE DISPOSAL SYSTEM
SUB-SURFACE DRIP IRRIGATION DRAINFIELD

The following terms and conditions for the monitoring and inspection of the on-site sewage disposal system, located at 135 Kaywood Lane, Statesville, NC are in compliance with the North Carolina Rules for Sewage Treatment and Disposal.

Tim Barbee (the Contractor) will provide the services of a Certified Sub-Surface Operator and will provide the required inspections, tests, maintenance, and monitoring services for a period of one year from the date of this agreement. The cost of one year is $250.00, payable at the time this contract is signed and becomes binding. The homeowner and the contractor may renew this contractor annually if mutually agreeable.

Bi-annual site visits shall include the following:

A. Inspection of the septic tank for influent and effluent line blockage, tank leakage, and level of solids accumulation on the discharge side.
B. Inspection of the Perc-Rite pump tank, including visual inspection of the unit and testing of the units pump, float switches, and control panel operations.
C. The drip system shall be manually operated for a complete cycle to verify operation.
D. Evaluation of the drip system headworks unit including field verification of valve operation and flow rates.
E. Visual inspection of the drip field area while under a normal dosing cycle, to check for seepage, unusual ground saturation, broken or damaged drip lines, pipes, and improperly functioning air-release valves. The field shall also be checked for any areas of erosion, proper vegetation cover, protection from traffic, and diversion of surface water.
F. The area covering the drip field supply and return lines shall also be visually inspected to check for any noticeable erosion, vegetation cover, broken lines, etc.
G. Tim Barbee may incorporate the services of a sub-contractor and/or a representative from the system manufacturers to perform any of the contractors duties under this agreement. Normal activity as covered by this contract as specified, and preformed by the above listed parties, will be done at no additional charge to the homeowner. Tim Barbee shall remain responsible for the work preformed by a sub contractor or systems representative.

System Warranty: The Septic Tanks are covered by a one-year manufacturer's warranty; The drip system is covered by a two-year warranty. Any system component failure during the applicable warranty period shall be repaired or replaced by the approved representative of the manufacturer at no charge to the homeowner for parts or labor, unless over-ridden by a manufacturer's limitation. The warranty does not cover system components damaged or destroyed due to system abuse, misuse, or by an Act of God.

Items not covered by this contract include the following:

A. The repair or replacement of any system component after expiration of the stated warranty.
B. Removal of obstructions in sewer pipes, supply and return lines.
C. Repair or replacement of any system piping, including drip tubing.
D. Repair or replacement of pumps, floats, and control panel components.
E. Laboratory Analysis of effluent samples as required by the State after the first year.
F. Other special requests by the homeowner.

A copy of each inspection report shall be:

A. Left at the home in a mutually-acceptable place for the homeowner if homeowner is not home.
B. One copy shall be forwarded to the Local Health Department.
C. One copy shall be placed in a permanent job file to be maintained by the contractor.

Notification of any recommended repairs or system modifications shall be left with the homeowners. Notification of any required system modifications, repairs, or component replacement shall be left with the homeowner and a copy forwarded to the local health department within 48 hours of site visit, or as required by State regulations. The homeowner shall be given an estimate of the price and time to make required repairs and shall notify the contractor of their intent to have said required repairs preformed within 48 hours, or as required by State regulations.

Agreed: Homeowner

4-4-13

Contractor

Timothy K. Barbee 4-4-13

1421 Hickory Woods Dr.

Monroe, NC 28112

704-589-0595

TBARBEE5@carolina.rr.com

Operators License #993958