Type: CRP
Recorded: 07/02/2021 at 04:24:36 PM
Fee Amt: $26.00 Page 1 of 5
Revenue Tax: $0.00
Iredell County, NC
Maureen P. Purcell Register of Deeds
BK 2828 PG 1895-1899

Prepared by and after recording return to:
Peter W. Simon, Attorney at Law
1835 Davie Ave, Suite 415
Statesville, NC 28677

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

DEED OF SEPTIC EASEMENT

THIS DEED OF SEPTIC EASEMENT (the "Deed of Easement") is made as of the 1st day of July, 2021, by LFDD Properties, LLC ("Grantor"), and LFDD Properties, LLC ("Grantee").

RECITALS:

A. Grantor is the owner, in fee simple, of that certain tract or parcel of real property located in Iredell County, North Carolina (see Deed Book 2675, Page 265, Iredell County Registry), being all of Lots 1, 2, 3, and 4 as shown on a map thereof and recorded as the Swann Road Subdivision in Plat Book 74, Pages 24 in the Iredell County Register of Deeds (the "Grantor's Property").

B. Grantee is the owner, in fee simple, of that certain real property located in the Iredell County, North Carolina being all of Lot 4 as shown on a map thereof recorded in Plat Book 74, Page 24 in the Iredell County Register of Deeds (the "Grantee's Property").

C. Grantor desires to grant to Grantee and its successors and assigns a non-exclusive easement in and to the Grantor's Property for use of such Grantor's Property as an underground drainage field for septic tanks or facilities located on the Grantee's Property, and such septic easement shall run with the land for so long as the wastewater system is required to serve Lot 4.

D. The plat recorded at Plat Book 74, Page 24, Iredell County Registry, identifies the Septic Easement for Lot 4 in addition to the Supply Line Easement to Lot 4. This

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Septic Easement is in full compliance with the North Carolina Administrative Code; see NCAC 18A.1938(j) which is cited below:

> NCAC 18A.1938(j) The entire wastewater sewage system shall be on property owned or controlled by the person owning or controlling the system. Necessary easements, right of ways, or encroachment agreements, as applicable, shall be obtained prior to the issuance of a Construction Authorization for the system installation or repair. Terms of the easement, right-of-way or encroachment agreement shall provide that the easement, right-of-way, or encroachment agreement:
>
> (1) is appurtenant to specifically described property and runs with the land and is not affected by change of ownership or control;
>
> (2) is valid for as long as the wastewater system is required for the facility that it is designed to serve;
>
> (3) describes and specifies the uses being granted and shall include ingress and egress, system installation, operation, maintenance, monitoring, and repairs:
>
> (4) specifies by metes and bounds description or attached plat, the area or site required for the wastewater system and appurtenances including a site for any required system replacement; and
>
> (5) shall be recorded with the register of deeds in the county where the system and facility is located.

LFDD Properties, LLC owns the entirety of the property as platted and all necessary easements are laid out on the plat recorded in Plat Book 74, Page 24, ICR.

NOW, THEREFORE, in consideration of the Recitals (which, by this reference, are incorporated into the operative and enforceable provisions of this Deed of Easement), the payment of Ten Dollars ($10.00) by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and, intending to be legally bound, Grantor and Grantee hereby covenant and agree as follows, all of which covenants and agreements shall be appurtenant to and run with the land of the Dominant Estate and shall be burden all or any portion of the Grantor's Property, and which shall be binding upon Grantor and Grantee, their successors in title to the Grantor's Property and the Dominant Estate, and its or their assigns:

1. Grant of Easement. Grantor hereby grants, bargains, sells, transfers and conveys to the Grantee, and to the successors in title to the Grantee, for the benefit of all current and future owners of the Grantee's Property, and its or their assigns, a non-exclusive easement for Grantee to (i) use Grantor's Property as an underground drainage field for septic facilities now or hereafter located on any such Lot, and (ii) access Grantor's Property for the limited purposes of maintaining, repairing, and servicing the underground drainage field and such septic easement shall run with the land for so long as the wastewater system is required to serve Lot 4.

The easement granted herein shall not preclude Grantor's, or Grantor's successors or assigns, use of any portion of the Grantor's Property for any other purpose that does not interfere with the rights of Lots set forth herein. The easement granted herein shall be appurtenant to and shall run with the title to and shall burden the Grantor's Property for so long as the wastewater system is required to serve Lot 4. The easement granted herein is further described as follows:

A Septic Easement and Supply Line Easement to Lot 4 as shown on the map recorded in Plat Book 74, Page 24 of the Office of the Register of Deeds for Iredell County, North Carolina.

TO HAVE AND TO HOLD, unto Grantee, its successors in title to all of the Grantee's Property, and assigns, for so long as the wastewater system is required to serve Lot 4.

2. Maintenance. Grantee acknowledges and agrees, for itself and its successors in title, that the owner of the Grantee's Property shall be solely responsible for all costs of maintenance and repair of the septic tank drainage field and the ground above the septic tank drainage field. Grantee hereby agrees to indemnify and hold harmless Grantor or Grantor's successors and/or assigns for any damage to Grantor's Property or any property surrounding Grantor's Property owned by Grantor or Grantor's successors and/or assigns.

3. Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by Grantor or Grantee is made by Grantor or Grantee for the benefit of the other party and such agreements, covenants, promises, undertakings, conditions, easements, rights, privileges, options and restrictions shall be appurtenant to and for the benefit of the Grantor's Property and the Grantee's Property and any current or future owner thereof, and shall constitute an equitable servitude on all of the Grantor's Property or Grantee's Property shall automatically be deemed, by acceptance of the title, to have assumed and consented to the burdens imposed by this Deed of Easement.

4. Invalidity. If any provision of the Deed of Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Deed of Easement or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Deed of Easement, and each provision of this Deed of Easement shall be valid and enforceable to the fullest extent permitted by law.

5. Governing Law. This Deed of Easement shall be governed by and construed in accordance with the laws and judicial decisions of the State of North Carolina.

IN TESTIMONY WHEREOF, Grantor and Grantee, each by authority duly given, have caused this instrument to be executed as of the day and year first above written.

GRANTOR:

M. Douglas Davidson, Jr.
Manager
LFDD Properties, LLC

GRANTEE:

M. Douglas Davidson, Jr.
Manager
LFDD Properties, LLC

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, a Notary Public in and for the State and County aforesaid, do hereby certify that **M. Douglas Davidson, Jr.** personally appeared before me and being duly sworn says that he is a duly authorized agent of said above named business entity and as such has the authority to act in and for said business entity. I, ✓ (i) have personal knowledge of the identity of the above-named authorized agent, or ____ (ii) I have seen satisfactory evidence of the authorized agent's identity, by current state or federal identification with the authorized agent's photograph in the form of a _____, or ____ (iii) a credible witness has sworn to before me the identity of the authorized agent, and that he signed the foregoing instrument on behalf of said corporation in the capacity so herein stated and acknowledge the said writing to be the act and deed of said corporation herein stated.

Witness my hand and official seal or stamp, this 1st day of July, 2021.

Peter W. Simon
Notary Public Official Signature

(Notary Stamp/Seal)

Peter W. Simon, Notary Public

My Commission Expires: November 22, 2025

PETER W. SIMON
Notary Public
Iredell County, NC
My Commission Expires November 22, 2025

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

I, a Notary Public in and for the State and County aforesaid, do hereby certify that **M. Douglas Davidson, Jr.** personally appeared before me and being duly sworn says that he is a duly authorized agent of said above named business entity and as such has the authority to act in and for said business entity. I, ✓ (i) have personal knowledge of the identity of the above-named authorized agent, or ____ (ii) I have seen satisfactory evidence of the authorized agent's identity, by current state or federal identification with the authorized agent's photograph in the form of a _____, or ____ (iii) a credible witness has sworn to before me the identity of the authorized agent, and that he signed the foregoing instrument on behalf of said corporation in the capacity so herein stated and acknowledge the said writing to be the act and deed of said corporation herein stated.

Witness my hand and official seal or stamp, this 1st day of July, 2021.

_____ (Notary Stamp/Seal)
Notary Public Official Signature

Peter W. Simon, Notary Public

My Commission Expires: November 22, 2025

PETER W. SIMON
Notary Public
Iredell County, NC
My Commission Expires November 22, 2025