NORTH CAROLINA )
IREDELL COUNTY )

THIS EASEMENT DEED, made this 29th day of July, 1985, by and between ALTON ERNEST MITCHELL hereinafter referred to as "GRANTOR"; and the NEW LIFE MISSIONARY BAPTIST CHURCH, hereinafter referred to as "GRANTEE";

W I T N E S S E T H :

That in consideration of the agreements and covenants hereinafter set forth to be performed by the GRANTEE and the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION to them paid by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR hereby gives, grants, bargains, releases, sells, and conveys unto the GRANTEE, its successors and assigns, forever, a perpetual and permanent easement for the purposes of clearing, trenching for, laying, constructing, using, replacing, repairing, reconstructing, and maintaining an aeration easement, appurtenances 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, said easement being more fully described as follows:

BEGINNING at a point in the common property line of the GRANTEE and GRANTORS, said point being North 85 deg. 50 minutes West 110 feet from an iron set in the Southeastern corner of the property owned by the GRANTEES as shown in Deed Book 159, page 291 and Deed Book 643, page 178 of the Iredell County Registry; thence from said point 120 feet in a Southeasterly direction across and under the property of the GRANTORS and being a septic tank outfall line or aeration line easement, said easement having a total width of 12 feet.

This easement is conditioned upon any pipes or tile being at least 30 inches below the surface of the GRANTOR'S property.

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

1. Land disturbed by city forces shall be substantially restored to its original condition, excepting the effects of adverse weather.

2. GRANTOR agrees for himself and his heirs, administrators, executors, successors, and assigns, not to molest, disturb, or in any manner interfere with the GRANTEE'S officers, agents, or employees in regard to clearing, trenching for, laying, constructing, reconstructing, using, repairing, replacing, and maintaining said aeration line easement facilities.

3. The permanent easements herein described shall be kept by GRANTOR, his heirs, administrators, executors, successors, and assigns, in such condition, at all times that the same are in effect, that the GRANTEE, by and through its proper officers, agents, or employees, can enter upon the same without hindrance of obstruction.