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 Excise Tax: \$0.00
 Pitt County, NC
 Judy J. Tart Register of Deeds
 BK **2513** PG **151-152**

NORTH CAROLINA *file: Gary Davis*
 COUNTY OF PITT

This DEED OF EASEMENT made this 19th day of June, 2008 by and between Tucker Farms, Inc., of Pitt County, North Carolina, all future owners of Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, and all future owners of the non-buildable common area and further described as easements and/or repair areas for Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28. as recorded in Map Book 70, Page 128+129, hereinafter referred to as ("Grantor"); and all current and future owners of Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28. of Red Birch in Pitt County, North Carolina, hereinafter referred to as ("Grantee");

WITNESSETH:

THAT WHEREAS, said Grantor is the owner of certain lots and non-buildable common area in Red Birch; said lots and non-buildable common area being shown on that Final Plat of Red Birch, prepared by Malpass and Associates dated _____, 2008 and recorded in Map Book 70, Page 128+129 Pitt County Registry, which is hereby referred to for greater certainty of description; and

WHEREAS, the Grantee desires to obtain approval for a septic system for their lots; and

WHEREAS, it is necessary that in so doing they lay force main lines, drain lines and nitrification fields for said sewer across said lands of said Grantor; and

WHEREAS, it is the desire of the Grantor to provide an easement unto said Grantee until such time as an adequate private or municipal sewer system shall provide service to said property;

NOW, THEREFORE, said Grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration, to him in hand paid, does hereby grant, bargain, sell and convey unto said Grantee a terminable right and easement to construct and maintain force main lines across and upon the area shown by cross hatching as the "25' sanitary sewer esmt" to connect with the corresponding system and/or repair areas for the Primary Lot number, and to construct and maintain the nitrification lines within the system and repair areas, all as is shown on the Final Plat for Red Birch, prepared by Malpass and Associates, referred to above, and to go upon said lands whenever the same is reasonably necessary for the purpose of inspecting, maintaining, and repairing said lines; provided that in constructing and repairing said force main and sewer lines said Grantee removes all surplus earth, make level the surface of the ground above said force main and sewer lines, and interfere as little as is reasonably possible with any plants, fences, or other improvements upon the land of Grantor.

These further conditions are agreed to by the parties hereto:

1. The Grantee will be the sole party responsible for the maintenance and repair of the force main line assigned to their individual lot and the entire septic system installed within their assigned area as defined by the easement corresponding with their lot;
2. The Grantor will grant access to the Grantee to conduct maintenance or repairs within the easement which are necessary to ensure the functionality of the septic system for the corresponding Easement area;

3. Should disturbance of the land contained within the easement be necessary to maintain or repair the force main line and septic system, the Grantee shall be responsible for repairing the disturbance;
4. The Grantee may use the easement area only as permitted by the Environmental Health Division of Pitt County, North Carolina;
5. This is a terminable easement and shall terminate two years after a private or municipally operated sewer system is available for connection to the primary lot.
6. This easement is for the exclusive use of each Primary Lot and the Easement for each Primary Lot is as follows:

Primary Lot	Easement
17	lot 17 (septic)
18	lot 18 (septic)
19	lot 19 (septic)
20	lot 20 (septic)
21	lot 21 (septic)
22	lot 22 (septic)
23	lot 23 (septic)
24	lot 24 (septic)
25	lot 25 (septic)
26	lot 26 (septic)
27	lot 27 (septic)
28	lot 28 (septic)

To have and to hold said right and easement to the said Grantee their heirs and assigns, for the term set out above; it being agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned by Grantor and hereinabove referred to.

In Testimony Whereof, said Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal on this the day and year first above written.

TUCKER FARMS, INC. (SEAL)

BY: 
 President

NORTH CAROLINA
 PITT COUNTY

I, Carol H. Register, a Notary Public in and for the aforesaid county and state, do hereby certify that Ralph C. Tucker, Jr., President personally appeared before me and acknowledged that he is the President of Tucker Farms, Inc. that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and Notarial Seal, this the 19th day of June, 2008.



Carol H. Register
 NOTARY PUBLIC

My commission expires: Sept. 16, 2012

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