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 CHATHAM COUNTY NC  
 TREVA B. SEAGROVES  
 REGISTER OF DEEDS

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 BOOK 01437  
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 END PAGE 0619  
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 EXCISE TAX (None)

BOOK 1437 PAGE 616

SEPTIC EASEMENTS AND AGREEMENT

Prepared by: Guido De Maere, P.A

NORTH CAROLINA - CHATHAM COUNTY

THIS DEED OF EASEMENT AND AGREEMENT, made this the \_\_\_\_\_ day of November, 2008, by CAROLINA CAPITAL GROUP, INC., d/b/a Carolina Capital Advisors, Inc., a Delaware Corporation, (hereinafter referred to as Carolina Capital);

WITNESSETH:

THAT WHEREAS, Carolina Capital is the owner of two tracts of land containing 5 acres and 5.50 acres, more or less, respectively, and shown respectively as Lots 1A and 1B on the plat recorded in Plat Slide 2007-446, Chatham County Registry, which said tracts are a division of Lot 1 shown on that plat entitled "Survey for Brian D. Johnson and Linda A. Johnson" dated October 17, 2002, by Van R. Finch – Land Surveys, PA, which plat was recorded at Plat Slide 2002-465, Chatham Registry; and

WHEREAS, Brian D. Johnson and wife, Linda A. Johnson (hereinafter referred to as the Johnsons) are the owners of those certain parcels of real estate containing 38.791 acres, more or less, a portion of which is shown on that Plat at Slide 94-339, and also shown as Lots 1 through 5 inclusive on that Plat at Plat Slide 2006-422, and acquired by them by deed recorded in Book 649, Page 819, Chatham County Registry; and

WHEREAS, the Johnsons have granted to Carolina Capital those certain Septic Easements recorded in Book 1309, Page 871, Chatham County Registry, for the benefit of of said Lot 1 shown on Plat Slide 2002-465 and owned by Carolina Capital; and

WHEREAS, due to the subdivision of of said Lot 1 owned by Carolina Capital , it is now necessary to provide for the extension of said septic easements on and across said Lot 1A to reach Lot 1B and for the allocation of the septic fields between Lot 1A and Lot 1B; and

WHEREAS, Carolina Capital wishes to grant additional easements for the establishment and maintenance of septic fields and septic lines; and

WHEREAS, the Johnsons wish to express their consent to such additional septic easements and allocations; and

WHEREAS, the parties hereto wish to memorialize the grant of such easements and allocations.

NOW, THEREFORE, Carolina Capital for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, has this day bargained and sold and by these presents does hereby give, grant, bargain, sell and convey, for itself and its successors in title and assigns, a system of exclusive, perpetual septic easements as follows:

**CAROLINA CAPITAL hereby grants and establishes easements and allocations for the installation and maintenance of septic fields and lines as follows:**

**AS TO LOT 1A shown on Plat Slide 2007-446:**

The septic area for Lot #1A, which lot contains 5.00 acres, shown on Plat Slide 2007-446 shall be that area shown and designated as Septic Area C, which is contained upon Lot #5 shown on Plat Slide 2007-446 ; such easements for the lines leading to and from such septic area from this Lot 1A shall follow the 15-foot wide septic line easements shown on Plat Slides 2006-422 and 2007-446.

**AS TO LOT 1B shown on Plat Slide 2007-446:**

The septic area for Lot #1B, which lot contains 5.50 acres, shown on Plat Slide 2007-446 shall be that area shown and designated as Septic Area D, which is contained upon Lot #5 shown on Plat Slide 2007-446 ; such easements for the lines leading to and from the septic area from this Lot 1B specified above shall follow the 15-foot wide septic line easements shown on Plat Slides 2006-422 and 2007-446 together with the 15-foot wide septic line easement along the western line of Lot 1A shown on Plat Slide 2007-446.

Any septic field and lines shall be located within the designated easement in such a fashion that the installation and any repair to the field or lines may be effected without entry onto another septic area and without entry onto any area outside of the designated easement.

Any lot owner or such owner's invitees, general contractor or subcontractor(s) who shall damage the property of any other property owner in the course of installation, inspection, or maintenance of septic fields or lines, shall be solely responsible for the repair of such damage, placing the property back in the condition in which it was prior to damage.

As a condition of such easements, any lot owner who believes it is necessary to inspect or maintain either the septic area or the lines leading to and from said septic areas, must give 24-hour notice to the property owner(s) on whose property their septic area or lines may pass, and such notice to enter such easement areas may be given by voicemail, email or any other reasonable means which affords the property owner the right to know of such entry. In the event of an emergency or exigent circumstances, the 24-hour requirement shall be waived, and advance notice of entry shall be sufficient to constitute compliance.

The easements granted herein are for the purpose of installation and maintenance of residential septic fields and lines only, and no other use or purpose is permitted hereunder. No other grant of easement is made herein, and any further utility installation or any other use of the areas designated in the easement shall be considered an overburdening of the easement granted herein.

In the event of disagreements between the parties, all parties agree to submit to binding arbitration.

The easement rights granted herein shall run with the land and shall be perpetual in nature inuring to the benefit of the parties herein, and their successors in title and assigns.

TO HAVE AND TO HOLD the aforesaid described easement together with all the privileges and appurtenances thereunto belonging unto them, their heirs and assigns.

IN WITNESS WHEREOF, Carolina Capital has given, granted, signed and delivered this instrument, this the day and year first above written.

CAROLINA CAPITAL GROUP, INC. d/b/a Carolina Capital Advisors, Inc.

By: *Brian D. Johnson*  
Brian D. Johnson, President

The Johnsons join in this instrument for the sole purpose of expressing their consent to the easements and allocations contained herein.

*Brian D. Johnson* (SEAL)      *Linda A. Johnson* (SEAL)  
BRIAN D. JOHNSON                      LINDA A. JOHNSON

NORTH CAROLINA - COUNTY OF Wake

I, *Katharine D. Caswell*, a Notary Public in and for said County and State, certify that **Brian D. Johnson and Linda A. Johnson** personally appeared before me this day and duly executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and official seal, this the 9 day of January 2009 ~~November 2008~~ *KDC*

Public      

KATHARINE D. CASWELL NOTARY PUBLIC WAKE COUNTY, N.C.
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*Katharine D. Caswell*  
9-19-2011, Notary  
Katharine D. Caswell, Notary Public

NORTH CAROLINA - COUNTY OF Wake My Commission Expires: 9.19.2011

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Brian D. Johnson

Date: 1.9.2009

Katharine D. Caswell, Notary Public

Katharine D. Caswell  
9.19.2011, Notary Public

My commission expires: 9.19.2011

KATHARINE D. CASWELL  
NOTARY PUBLIC  
WAKE COUNTY, N.C.