

FOR REGISTRATION  
Kimberly S. Hargrove  
REGISTER OF DEEDS  
Harnett County, NC  
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# COVER SHEET

## DRAINFIELD EASEMENT AGREEMENT

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RECORDED IN HARNETT COUNTY  
KIMBERLY S HARGROVE  
REGISTER OF DEEDS

DRAINFIELD EASMENT AGREEMENT

This Agreement is made this 12 day of March, 2020 between Robert A. Tucker, Sr. and Carmilla M. Tucker, herein referred to as a GRANTORS and Robert A. Tucker, Sr. and Carmilla M. Tucker, herein referred to as GRANTEES.

The easement described herein is for the sole use of the GRANTEE, its heirs and assigns, for the residence now or hereafter located upon the following described real estate situated in Harnett County, State of North Carolina to wit:

(Tax Parcel)# 1005491210115 (legal descriptions) 132 Irene Roberts Road, Lillington, N.C. 27546

In consideration of one and no/100<sup>th</sup> dollars (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, GRANTOR conveys and warrants to GRANTEE the following easements:

A non-exclusive perpetual easement across, along, in upon, and under GRANTORS real estate Situated in Harnett County, State of North Carolina to wit:  
(Tax Parcel)# 10054912010116 - 0.19 acre – Irene Roberts Road, Lillington, N.C.  
(Tax Parcel)# 10054912010121 - 0.18 acre – Irene Roberts Road, Lillington, N.C.

And by this reference made apart hereof for the purpose of installing, constructing, Operating, maintaining, inspecting, removing, repairing, replacing, and using a Residential septic tank and soil absorption system (hereafter residential septic system); TOGETHER WITH the non-exclusive right of ingress to and egress from said property for The foregoing purposes.

THE easement includes the following conditions and covenants which GRANTORS AND GRANTEES HEREBY promise to faithfully and fully observe and perform:

1. **COSTS AND EXPENSES** - GRANTEES shall bear and promptly pay all costs and expenses of Construction and maintenance of the residential septic system.
2. **CONSTRUCTION AND MAINTENANCE** - GRANTEES shall construct and maintain the residential Septic system in accordance with all laws, regulations; and Harnett County Public Health and Social Services Department, Environmental Health Division regulations, conditions; or Specifications as directed by the Harnett County Public Health and Social Services Department, Environmental Health Division.
3. **PRIOR APPROVAL OF PLANS** - Prior to the installation and/or alteration of any residential septic system by GRANTEES, plan for said construction and/or alteration shall be submitted to and approved by the Harnett County Public Health and Social Services Department, Environmental Health Division.

4. **WORK STANDARDS** - All work to be performed by GRANTEES shall be in accordance with plans approved by the Harnett County Public Health and Social Services, Environmental Health Division and shall be completed in workman-like manner free of claims and liens. Upon completing construction or maintenance of the residential septic system, GRANTEES shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, including restoration.
  
5. **PROTECTION OF RESIDENTIAL SEPTIC SYSTEM**  
 GRANTORS shall insure that no encroachments shall be made on the easement area, including but not limited to the following: placement of water, power or utility lines in the easement area, including underground sprinkler systems; driving, parking or paving over the easement area; planning or construction of buildings, utility lines or improvements except as permitted by applicable laws or regulations; or using the drainfield area in any fashion which hinders, disrupts or interferes with the use or proper functioning of the residential septic system. GRANTORS shall at all times have the right to occupy the easement area; provided, that use of the easement area by GRANTOR does not in any fashion hinder, disrupt or interfere with the use or proper functioning of the residential septic system.
  
6. **ACCESS BY GRANTEE**  
 GRANTEES shall have right of ingress and egress as may from time to time be necessary to insure the proper functioning of the residential septic system. Ingress into the easement area by the GRANTEES for any purpose herein as the parties may otherwise agree. GRANTEES shall exercise its right so as to minimize interference with GRANTORS use of the property.
  
7. **NOTICES**  
 The GRANTEES shall give GRANTORS written notification of the original construction of the residential septic system at least 15 days prior to the commencement of construction. Notice for any inspection, repair or replacement shall be reasonable under the circumstances.
  
8. **SUCCESSOR INTERESTS**  
 This easement and the rights and obligations herein shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

|                              |                |                              |                |
|------------------------------|----------------|------------------------------|----------------|
| <i>Robert A. Duckert Sr.</i> | <i>3/12/20</i> | <i>Robert A. Duckert Sr.</i> | <i>3/12/20</i> |
| GRANTOR                      | DATE           | GRANTEE                      | DATE           |
| <i>Carmella M. Puckett</i>   | <i>3/12/20</i> | <i>Carmella M. Puckett</i>   | <i>3/12/20</i> |
| GRANTOR                      | DATE           | GRANTEE                      | DATE           |

State of North Carolina }  
County of Harnett

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 12 day of MARCH, 2020, personally appeared before me CARMILLA M. TUCKER

\_\_\_\_\_ to me known to be the individual (S) described in and who executed the foregoing instrument, and acknowledge that he (they) signed and sealed the same as his/their free and voluntary act and deed, for the uses and purposes wherein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Janice O Stephens-Pemberton  
NOTARY PUBLIC  
My Commission expires: 10/6/2024



State of North Carolina }  
County of Harnett

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 12 day of MARCH, 2020, personally appeared before me ROBERT A. TUCKER, SA

\_\_\_\_\_ to me known to be the individual (S) described in and who executed the foregoing instrument, and acknowledge that he (they) signed and sealed the same as his/their free and voluntary act and deed, for the uses and purposes wherein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Janice O Stephens-Pemberton  
NOTARY PUBLIC  
My Commission expires: 10/6/2024

