

Prepared By and Return To:
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STATE OF NORTH CAROLINA
COUNTY OF HARNETT
NO TITLE SEARCH

SEPTIC EASEMENT AGREEMENT

This Septic Easement Agreement (hereinafter "Agreement") is entered into this ___ day of _____, 2020 by and between **Roy Terry Bass and wife, Sandra Ritter Bass** ("collectively Grantor"), and **Roy Terry Bass and wife, Sandra Ritter Bass** ("Grantee"), and all aforementioned being collectively referred to hereinafter as the "Parties";

RECITALS:

WHEREAS, the Parties are the fee simple owners of certain real property located in Hectors Creek Township, Harnett County, North Carolina, said property being more particularly described as Lot 1, Map # 98 - 358, Harnett County Registry (the "Servient Property");

WHEREAS, the Parties are also the fee simple owners of certain real property located in Hectors Creek Township, Harnett County, North Carolina, said property more particularly described as Lot 2, Map # 98 - 358, Harnett County Registry (the "Dominant Property");

WHEREAS, Grantor has agreed to provide and grant to Grantee a perpetual non-exclusive septic easement over the area designated as the following (the "Septic Easement Area"): Septic Field consisting of 50' by 200' area as indicated on attached Exhibit A.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Septic Easement. Grantor hereby grants to Grantee a perpetual non-exclusive septic easement (the "Septic Easement") appurtenant to the Dominant Property for the purpose of a Septic Field, with said Septic Easement being restricted to the Septic Easement Area as shown in Exhibit A.

Use and Maintenance of Septic Easement. The use of the Septic Easement by Grantee shall be for a Septic Field benefiting the Dominant Property. Grantee shall be responsible for maintaining the Septic Easement Area in good condition and repair.

Notwithstanding the above described maintenance obligations, it shall be the responsibility of the individual property owner to repair any extraordinary damage to the Septic Easement Area which was caused by said property owner or property owner's agent. Upon receipt of written notice of such damage from the other Party, the responsible property owner shall immediately repair said damage and pay for the costs of the maintenance or repair. The aforesaid obligations for maintenance or repair shall be exercised in a manner so as to minimize the disruption of the rights in and the use of the Septic Easement.

2. Easements Running With the Land. The easements and covenants set forth herein are intended to be, and shall be construed as, easements and covenants appurtenant to and running with the land and the burdens and benefits of said easements and covenants shall run with the title to each Party's property, and shall bind and inure to the benefit of the Parties, their successors, successors in title and assigns. If the Septic Easement Area ceases to be used as a Septic Field benefiting the Dominant Property, the Septic Easement shall terminate automatically.

3. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

4. Severability. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

5. Attorney Fees. In connection with any litigation arising out of this Agreement, including, without limitation, all trial, appellate and post-judgment proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the undersigned has executed this Septic Easement Agreement as of the day and year first above written.

Roy Terry Bass, Grantor (SEAL)

Sandra Ritter Bass, Grantor (SEAL)

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that Roy Terry Bass and Sandra Ritter Bass personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 2020.

My Commission Expires: _____, Notary Public
(Affix Seal) Notary's Printed or Typed Name

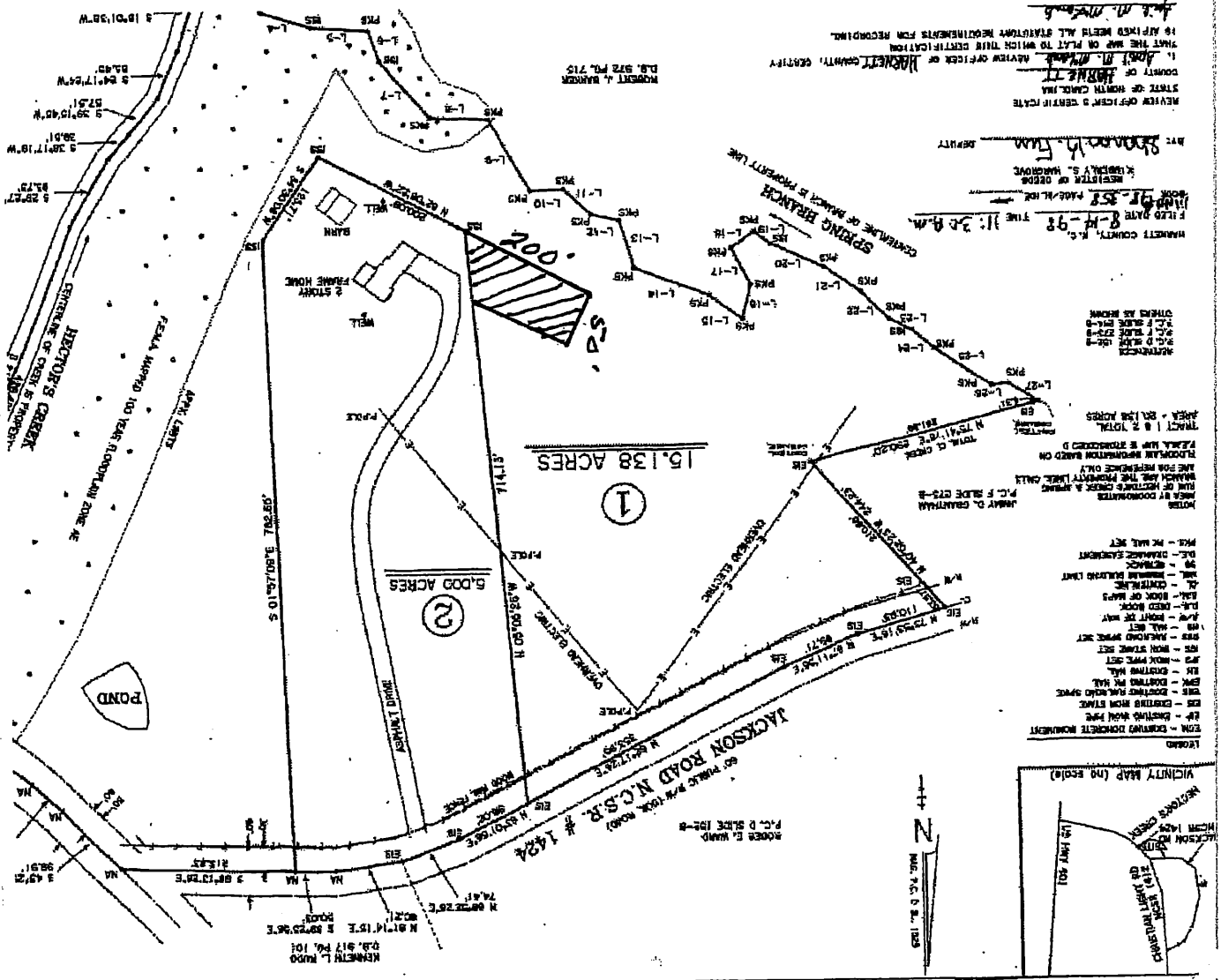
Roy Terry Bass, Grantee (SEAL)

Sandra Ritter Bass, Grantee (SEAL)

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that Roy Terry Bass and Sandra Ritter Bass personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 2020.

My Commission Expires: _____, Notary Public
(Affix Seal) Notary's Printed or Typed Name

EXHIBIT A



**This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations. (N.C.G.S. 47-30 (11)(n))