

FILED	May 15, 2024
AT	02:03:00 PM
BOOK	08903
START PAGE	0826
END PAGE	0832
INSTRUMENT #	11069
EXCISE TAX	\$0.00

Prepared by and return after recorded to:

Paladin Law  
8015 West Kenton Circle  
Suite 110  
Huntersville, NC 28078

**STATE OF NORTH CAROLINA**

**PRIVATE SEPTIC**

**COUNTY OF UNION**

**EASEMENT AGREEMENT**

**THIS PRIVATE SEPTIC EASEMENT AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered as of this the 10<sup>th</sup> day of May, 2024, by and between **Four Corners of Charlotte LLC, a North Carolina Limited Liability Company** (hereinafter referred to as "Lot 1 Owner") and **Four Corners of Charlotte LLC, a North Carolina Limited Liability Company** (hereinafter referred to as "Lot 2 Owner"). Lot 1 Owner and Lot 2 Owner are hereinafter sometimes individually referred to as "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, Lot 1 Owner is the owner of Lot 1, approximately 2.835 Acres of 6205 Bud Huey Road Property as shown on the Plat attached hereto as "Exhibit A", ("Exhibit A") located in Union County ("Lot 1"); and

**WHEREAS**, Lot 2 Owner is the owner of Lot 2, approximately 2.722 Acres of the 6205 Bud Huey Road Property as shown on the Plat attached hereto as "Exhibit A", ("Exhibit A") located in Union County ("Lot 2"); and

**WHEREAS**, any reference in the Agreement to the "Property" herein shall refer to Lot 1 and Lot 2, as context permits; and

**WHEREAS**, the Parties have agreed that the Lot 1 Owner shall grant to the Lot 2 Owner the following described easement over Lot 1 for ingress, egress, regress to the septic field area, the development, construction, installation, maintenance, repair, use and operation of septic facilities thereon to provide private septic field service to Lot 2 pursuant to the terms and conditions hereinafter set forth.

Submitted electronically by "Paladin Law"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Union County Register of Deeds.

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the above premises and for other good and valuable consideration, including the mutual promises and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate and agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Grant of Private Septic Easement.
  - a. The Lot 1 Owner hereby establishes and creates for the benefit of and as an appurtenance to Lot 2, and for the benefit of Lot 2, a perpetual non-exclusive private right, privilege, and easement over, across, and through those portions of Lot 1, designated as "10' Prop. Septic Line Easement" as shown on the plat, "Exhibit A", attached hereto and incorporated herein by this reference (hereinafter referred to in this agreement as the "Private Septic Line Easement") for the purpose of ingress, egress, and regress, developing, constructing, installing, maintaining, repairing, replacing, operating, and using the private septic line, field, and improvements serving Lot 2 located within the "Septic Field Area" (hereinafter referred to in this agreement as the "Private Septic Field Area") for the purpose of providing septic field service to Lot 2.
  - b. The Parties agree and acknowledge that the primary purpose of this Agreement is to allow septic effluent from Lot 2, to flow into and utilize the Lot 2 Private Septic Line Easement in order to facilitate the uninterrupted flow of the septic effluent from Lot 2 to the designated Private Septic Field Area.
3. Maintenance. The Lot 2 Owner and the Lot 1 Owner shall comply with and observe the following requirements, terms, and conditions:
  - a. All work and activities shall be performed in a good and workmanlike manner and in compliance with all applicable laws and regulations.
  - b. Except as otherwise provided in subparagraph 3(d) below, the Lot 2 Owner shall be responsible, at the Lot 2 Owner's expense, for the maintenance, repair, and replacement of the Lot 2 Private Septic Line Easement and shall maintain the Lot 2 Private Septic Line Easement in a state of good condition and repair.
  - c. Rights under this Agreement shall be exercised in a manner so as to not unreasonably interfere with, diminish, or disrupt use, enjoyment, construction, development, and/or operation of or any activities occurring on Lot 1, and to the extent available, the Lot 2 Owner (and the Lot 2 Owner's contractors and

personnel) shall use established means of approach to access the Private Septic Field Area and the Lot 2 Private Septic Line Easement.

- d. The Lot 2 Owner shall, at the Lot 2 Owner's expense, promptly repair any damage (other than normal and customary wear and tear) to Lot 1 and any improvements located thereon, to the extent arising out of the exercise of its rights granted to the Lot 2 Owner under this Agreement, and shall promptly restore the same to substantially the same condition as existed before the damage occurred (other than normal and customary wear and tear). The Lot 1 Owner shall, at the Lot 1 Owner's expense, promptly repair any damage to the Lot 2 Private Septic Line Easement and or Private Septic Field Area arising out of the negligence or willful misconduct of the Lot 1 Owner or the breach of this Agreement by the Lot 1 Owner, such that the Private Septic Line Easement and/or the Private Septic Field Area are restored to substantially the same condition as existed before the damage occurred.
  - e. The Lot 2 Owner shall not permit or cause any construction, mechanics', laborers', materialmen's, or similar liens to attach to Lot 1 in connection with exercise of the rights granted to the Lot 2 Owner under this Agreement. If, despite the foregoing, such a lien attaches to Lot 1, the Lot 2 Owner shall, at the Lot 2 Owner's expense, cause such lien(s) to be discharged or bonded over within thirty (30) days following written notice thereof.
4. Indemnification. The Lot 2 Owner hereby agrees to protect, defend, indemnify, and hold the Lot 1 Owner harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including, reasonable attorney's fees, court costs, and expenses actually incurred) arising out of (i) any injury to or death of any persons, or damage to property, to the extent arising out of or related to the exercise of the rights granted to the Lot 2 Owner under this Agreement, or (ii) a breach by the Lot 2 Owner of the terms of this Agreement; provided, however, this indemnity and hold harmless shall not be applicable to any claims, damages, demands, penalties, costs, liabilities, losses, and expenses to the extent arising out of or related to the negligence or willful misconduct of the Lot 1 Owner (or the Lot 1 Owner's agents, invitees, contractors or employees).
  5. Running with the Land; Binding Effect. The easements, rights, and obligations of this Agreement shall run with the land and shall benefit and burden the Property as set forth herein, and their respective owners from time to time. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns, as set forth herein. Accordingly, references to each Party herein shall mean such Party and/or such Party's heirs, successors, and assigns in title.

6. Governing Law. This Agreement is to be governed, construed, and enforced in accordance with the laws of the State of North Carolina.
7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. Enforcement. The agreements and undertakings under this Agreement shall be enforceable by any action in law or equity. In any litigation arising hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to all other reasonable costs and expenses thereof, including costs on appeal. "Prevailing party," as used herein, means a party recovering all or substantially all of the relief sought by such party, whether as plaintiff or defendant.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed the day and year first above written.

**Lot 1 Owner: Four Corners of Charlotte LLC, a North Carolina Limited Liability Company**

By: Romil Chudgar  
Name: **Romil A. Chudgar**  
Title: **Member/Manager**

**Lot 2 Owner: Four Corners of Charlotte LLC, a North Carolina Limited Liability Company**

By: Romil Chudgar  
Name: **Romil A. Chudgar**  
Title: **Member/Manager**

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public, certify that **Romil A. Chudgar**, personally came before me this day and acknowledged that he is the Member/Manager of **Four Corners of Charlotte LLC, a North Carolina Limited Liability Company**, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal this the 10<sup>th</sup> day of May, 2024.

[NOTARY SEAL/STAMP]



Angela Berland  
Notary Public

My Commission Expires: 10/19/2024

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public, certify that **Romil A. Chudgar**, personally came before me this day and acknowledged that he is the Member/Manager of **Four Corners of Charlotte LLC, a North Carolina Limited Liability Company**, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal this the 10<sup>th</sup> day of May, 2024.

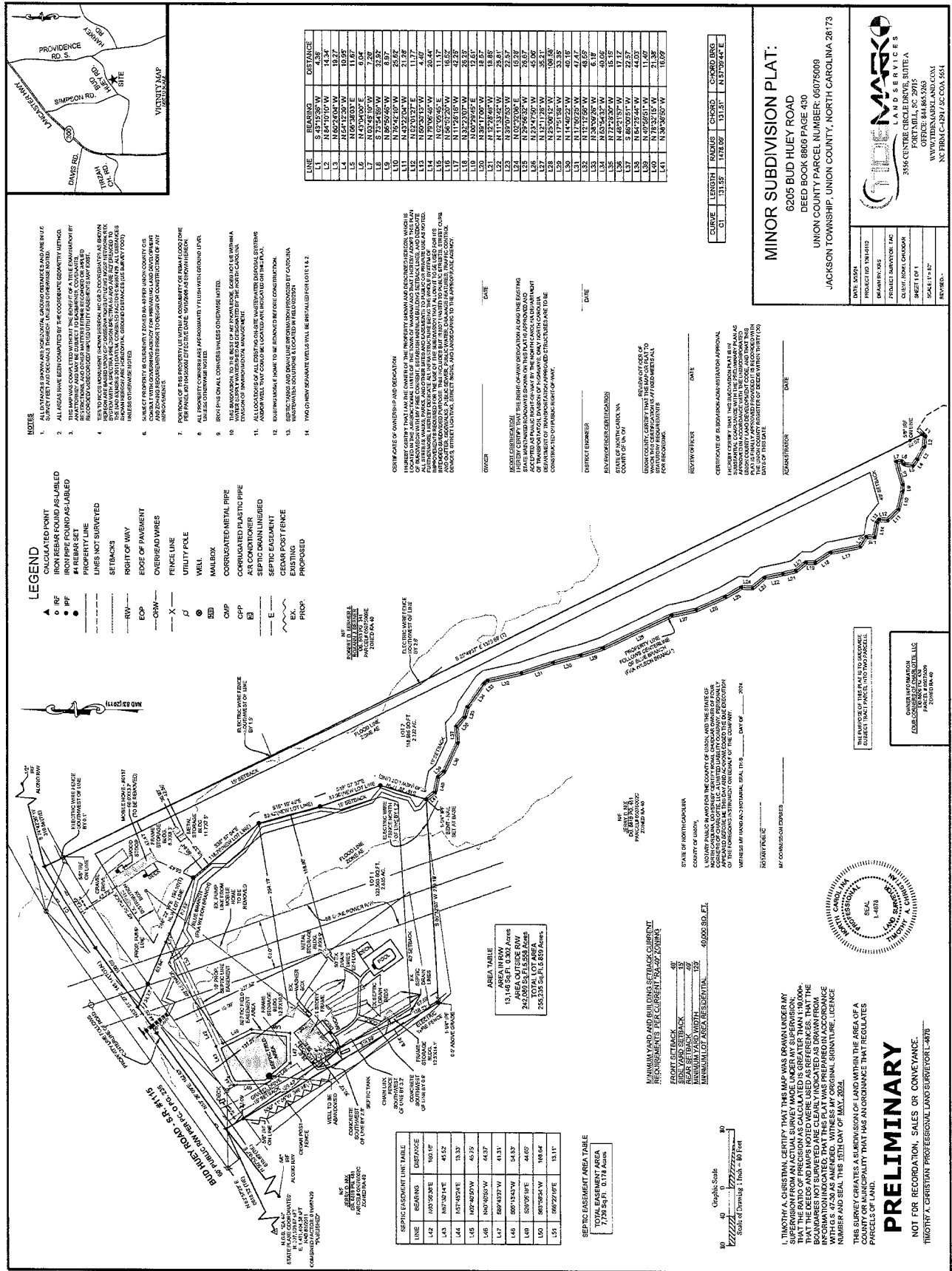
[NOTARY SEAL/STAMP]



Angela Berland  
Notary Public

My Commission Expires: 10/19/2024

EXHIBIT A



**LEGEND**  
 CALCULATED POINT  
 IRON REBAR FOUND AS LABELED  
 IRON REBAR FOUND AS LABELED  
 PROPERTY LINE  
 LINES NOT SURVEYED  
 SETBACKS  
 RIGHT OF WAY  
 EDGE OF PAVEMENT  
 OVERHEAD WIRES  
 FENCE LINE  
 UTILITY POLE  
 WELL  
 MAILBOX  
 CORRUGATED METAL PIPE  
 CORRUGATED PLASTIC PIPE  
 AIR CONDITIONER  
 SEPTIC DRAIN UNBURIED  
 CEDAR POST FENCE  
 EXISTING  
 PROPOSED

**NOTE**  
 1. ALL METRIC DIMENSIONS ARE SHOWN IN METERS, CENTIMETERS, AND MILLIMETERS. DIMENSIONS IN FEET AND INCHES ARE SHOWN IN PARENTHESES.  
 2. ALL MEASUREMENTS HAVE BEEN MADE BY THE COORDINATE GEOMETRY METHOD.  
 3. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 4. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 5. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 6. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 7. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 8. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 9. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 10. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 11. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 12. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 13. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.  
 14. THIS SURVEY IS BASED UPON THE DATUM OF THE COORDINATE GEOMETRY METHOD.

LINE	BEARINGS	DISTANCE
L1	S 89°15'56" W	43.97
L2	N 1°12'14" E	19.27
L3	N 84°12'50" W	10.99
L4	N 105°38'03" E	11.67
L5	N 103°45'10" W	2.24
L6	S 75°54'50" W	32.97
L7	N 90°52'06" W	6.97
L8	N 92°22'24" W	21.97
L9	N 87°31'27" E	11.77
L10	N 87°31'27" E	11.77
L11	N 87°31'27" E	11.77
L12	N 87°31'27" E	11.77
L13	N 87°31'27" E	11.77
L14	N 87°31'27" E	11.77
L15	N 87°31'27" E	11.77
L16	N 87°31'27" E	11.77
L17	N 87°31'27" E	11.77
L18	N 87°31'27" E	11.77
L19	N 87°31'27" E	11.77
L20	N 87°31'27" E	11.77
L21	N 87°31'27" E	11.77
L22	N 87°31'27" E	11.77
L23	N 87°31'27" E	11.77
L24	N 87°31'27" E	11.77
L25	N 87°31'27" E	11.77
L26	N 87°31'27" E	11.77
L27	N 87°31'27" E	11.77
L28	N 87°31'27" E	11.77
L29	N 87°31'27" E	11.77
L30	N 87°31'27" E	11.77
L31	N 87°31'27" E	11.77
L32	N 87°31'27" E	11.77
L33	N 87°31'27" E	11.77
L34	N 87°31'27" E	11.77
L35	N 87°31'27" E	11.77
L36	N 87°31'27" E	11.77
L37	N 87°31'27" E	11.77
L38	N 87°31'27" E	11.77
L39	N 87°31'27" E	11.77
L40	N 87°31'27" E	11.77
L41	N 87°31'27" E	11.77
L42	N 87°31'27" E	11.77
L43	N 87°31'27" E	11.77
L44	N 87°31'27" E	11.77
L45	N 87°31'27" E	11.77
L46	N 87°31'27" E	11.77
L47	N 87°31'27" E	11.77
L48	N 87°31'27" E	11.77
L49	N 87°31'27" E	11.77
L50	N 87°31'27" E	11.77
L51	N 87°31'27" E	11.77
L52	N 87°31'27" E	11.77
L53	N 87°31'27" E	11.77
L54	N 87°31'27" E	11.77
L55	N 87°31'27" E	11.77
L56	N 87°31'27" E	11.77
L57	N 87°31'27" E	11.77
L58	N 87°31'27" E	11.77
L59	N 87°31'27" E	11.77
L60	N 87°31'27" E	11.77
L61	N 87°31'27" E	11.77
L62	N 87°31'27" E	11.77
L63	N 87°31'27" E	11.77
L64	N 87°31'27" E	11.77
L65	N 87°31'27" E	11.77
L66	N 87°31'27" E	11.77
L67	N 87°31'27" E	11.77
L68	N 87°31'27" E	11.77
L69	N 87°31'27" E	11.77
L70	N 87°31'27" E	11.77
L71	N 87°31'27" E	11.77
L72	N 87°31'27" E	11.77
L73	N 87°31'27" E	11.77
L74	N 87°31'27" E	11.77
L75	N 87°31'27" E	11.77
L76	N 87°31'27" E	11.77
L77	N 87°31'27" E	11.77
L78	N 87°31'27" E	11.77
L79	N 87°31'27" E	11.77
L80	N 87°31'27" E	11.77
L81	N 87°31'27" E	11.77
L82	N 87°31'27" E	11.77
L83	N 87°31'27" E	11.77
L84	N 87°31'27" E	11.77
L85	N 87°31'27" E	11.77
L86	N 87°31'27" E	11.77
L87	N 87°31'27" E	11.77
L88	N 87°31'27" E	11.77
L89	N 87°31'27" E	11.77
L90	N 87°31'27" E	11.77
L91	N 87°31'27" E	11.77
L92	N 87°31'27" E	11.77
L93	N 87°31'27" E	11.77
L94	N 87°31'27" E	11.77
L95	N 87°31'27" E	11.77
L96	N 87°31'27" E	11.77
L97	N 87°31'27" E	11.77
L98	N 87°31'27" E	11.77
L99	N 87°31'27" E	11.77
L100	N 87°31'27" E	11.77

**MINOR SUBDIVISION PLAT:**  
 6205 BUD HUEY ROAD  
 DEED BOOK 8866 PAGE 430  
 UNION COUNTY PARCEL NUMBER: 06075009  
 JACKSON TOWNSHIP, UNION COUNTY, NORTH CAROLINA 28173



**DATE:** 12/15/2011  
**PROJECT NO.:** 1101010  
**DRAWN BY:** JMS  
**CHECKED BY:** JMS  
**PROJECT SURVEYOR:** JMS  
**STATE OF NORTH CAROLINA:** JMS  
**CERTIFICATE NO.:** 1101010  
**SCALE:** 1" = 40'

**DATE:** 12/15/2011  
**PROJECT NO.:** 1101010  
**DRAWN BY:** JMS  
**CHECKED BY:** JMS  
**PROJECT SURVEYOR:** JMS  
**STATE OF NORTH CAROLINA:** JMS  
**CERTIFICATE NO.:** 1101010  
**SCALE:** 1" = 40'

**DATE:** 12/15/2011  
**PROJECT NO.:** 1101010  
**DRAWN BY:** JMS  
**CHECKED BY:** JMS  
**PROJECT SURVEYOR:** JMS  
**STATE OF NORTH CAROLINA:** JMS  
**CERTIFICATE NO.:** 1101010  
**SCALE:** 1" = 40'

**DATE:** 12/15/2011  
**PROJECT NO.:** 1101010  
**DRAWN BY:** JMS  
**CHECKED BY:** JMS  
**PROJECT SURVEYOR:** JMS  
**STATE OF NORTH CAROLINA:** JMS  
**CERTIFICATE NO.:** 1101010  
**SCALE:** 1" = 40'

**SEPTIC CASHEMENT AREA TABLE**

LINE	BEARING	DISTANCE
L42	N 87°31'27" E	10.14
L43	N 87°31'27" E	4.52
L44	N 87°31'27" E	13.33
L45	N 87°31'27" E	6.75
L46	N 87°31'27" E	4.37
L47	N 87°31'27" E	41.31
L48	N 87°31'27" E	54.87
L49	N 87°31'27" E	44.03
L50	N 87°31'27" E	19.64
L51	N 87°31'27" E	13.11

**AREA TABLE**

AREA TYPE	AREA (SQ. FT.)
AREA IN ROW	13,146 SQ. FT. (0.302 Acres)
AREA OUTSIDE ROW	240 SQ. FT. (0.0055 Acres)
TOTAL LOT AREA	13,386 SQ. FT. (0.307 Acres)

**MINIMUM YARD AND BUILDING SETBACKS CURRENT REQUIREMENTS PER CURRENT ZONING ORDINANCE**

FRONT SETBACK	REAR SETBACK	MINIMUM YARD WIDTH	MINIMUM LOT AREA
40'	40'	100'	40,000 SQ. FT.



**PRELIMINARY**  
 NOT FOR RECORDATION, SALES OR CONVEYANCE  
 TIMOTHY A. CHRISTIAN PROFESSIONAL LAND SURVEYOR (0811-4876)

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

**Exhibit B**

**Private Septic Line Easement & Private Septic Field Area**

COMMENCING at a #4 iron rebar set located 34.72 from the centerline of the Right of Way known as Bud Huey Road (State Road #1115), which iron lies on the shared northeastern property line of Lot 1 and Lot 2 as shown on the unrecorded Minor Subdivision Plat: 6205 Bud Huey Road drawn by Timothy A. Christian, dated March 19th, 2024 both Lots owned now or formerly by Four Corners of Charlotte, LLC, as shown in Deed Book 8806, Page 430, thence continuing 63.64 feet in a southeasterly direction from the #4 iron rebar set, to the point and place of BEGINNING, thence continuing along the shared property line of Lot 2, South 66°22'16" East 13.11 feet; thence continuing the following courses: (1) South 63°56'34" West 168.64 feet; (2) South 26°05'16" East 44.65 feet; (3) South 05°13'43" East 54.83 feet; (4) South 89°43'37" West 41.31 feet; (5) North 40°40'53" West 44.37 feet; (6) North 02°40'50" East 45.75 feet; (7) North 57°45'24" East 13.33 feet; (8) North 67°30'14" East 45.52; (9) North 63°56'36" East 160.16 feet to the point and place of BEGINNING, the area being dedicated as a 10' Septic Line Easement and Septic Field Area for the benefit of the adjacent owner of Lot 2, Four Corners of Charlotte, LLC per Deed Book 8806, Page 430.