

**STATE OF NORTH CAROLINA
COUNTY OF CALDWELL**

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement is made and entered into this 20 day of August, 2024, by and between Lenoir Hardware & Furniture, Inc, Grantor, and Dinell Clark, Grantee.

Grantor is the owner of property described in Deed Book 45, Page 178, Caldwell County Registry. Grantee is the owner of property described in Deed Book 1521, Page 1370, Caldwell County Registry. Grantor has agreed to grant a Drainage Easement to Grantee so that Grantee can continue to use the existing drainage system providing drainage to Grantee's property described in Deed Book 1521, Page 1370.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

Grantor does hereby convey and grant to the Grantee an easement for the purpose of going on to the property of the Grantor described in Deed Book 45, Page 178 for the purpose of maintaining the existing drainage system. The Easement shall be located on the portion of Grantor's property, which is adjacent to Grantee's property where the existing drainage system is located. The Easement area shall be used for the purpose of locating, installing, maintaining and repairing the drainage system, and a new drainage system if the existing system fails.

This Easement shall be for the benefit of the Grantor and the Grantee and shall run with the land and shall be a permanent Easement appurtenant to the property of the Grantee described in Deed Book 1521, Page 1370. This Easement shall be for the benefit of the Grantor, the Grantee, their heirs, successors and assigns, and shall be recorded in the Office of Register of Deeds for Caldwell County.

Grantee shall be responsible for all of repairs to the drainage system and for any expense for a new system, if Grantee determines a new system is required. In the event repairs or a new system is necessary, Grantee agrees that all repairs or installation shall be made to the drainage system shall be made in a workmanlike fashion and the property shall be returned to its condition prior to the repairs, at the Grantee's expense.

Submitted electronically by "Vanderbloemen, Fleischer & White, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Caldwell County Register of Deeds.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seal this the 06
day of August, 2024.

GRANTOR:

R Dinell Clark
Lenoir Hardware & Furniture, Inc.
By: Its President

GRANTEE:

Dinell Clark
Dinell Clark

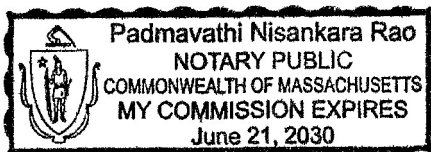
STATE OF Massachusetts
COUNTY OF Middlesex

I, Padmavathi Nisankara Rao a Notary Public, do hereby certify that R. Dinell Clark, personally came before me this day and acknowledged that she is the President of Lenoir Hardware and Furniture, Co., Inc. A North Carolina corporation, Assignor, and that she in such representative capacity voluntarily signed this instrument for the purposes stated therein.

Witness my hand and official stamp or notarial seal this the 06 day of August, 2024.

N. Padmavathi 08/06/2024
Notary Public

My Commission Expires: 06/21/2030



STATE OF Massachusetts
COUNTY OF Middlesex

I, the undersigned Notary Public of the County and State aforesaid, certify that Dinell Clark 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 06 day of August, 2024.

N. Padmavathi 08/06/2024
Notary Public

padmavathi nisankara rao
Notary Public Typed or Printed Name

My Commission Expires: 06/21/2030

