

HOODS 1/2/3

FOR REGISTRATION J. DAVID GRANBERRY  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2009 SEP 17 10:11:49 AM  
BK 25087 PG 61-75 FEE:\$53.00

INSTRUMENT # 2009131360



2009131360

This instrument was prepared by and should be returned to:  
McNair Law Firm, P.A.  
Post Office Box 51  
Columbia, SC 29202  
Attn: Jeffrey DeGood

**NOTE TO RECORDER: THIS INSTRUMENT IS TO BE INDEXED UNDER THE NAME OF E&A SOUTHEAST LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AS GRANTOR AND STATE EMPLOYEES' CREDIT UNION, AS GRANTEE.**

**DEED OF EASEMENT AND AGREEMENT**

THIS DEED OF EASEMENT AND AGREEMENT ("Agreement") is entered into this 21<sup>st</sup> day of August, 2009 (the "Effective Date") by and among E&A SOUTHEAST LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantor"), whose address is 1901 Main Street, Suite 900, Columbia, SC 29201, and STATE EMPLOYEES' CREDIT UNION ("Grantee"), whose address is 1000 Wade Ave. P.O. Box 26055, Raleigh, NC 27611.

**RECITALS:**

A. Grantor is the owner of certain real property more particularly described on Exhibit A attached hereto and incorporated herein (the "E&A Southeast Tract") and as shown on the site plan on Exhibit X attached hereto and incorporated herein (the "Site Plan").

B. Grantee is the owner of certain real property more particularly described on Exhibit B attached hereto and incorporated herein (the "SECU Tract") and as shown on the Site Plan.

C. The E&A Southeast Tract and the SECU Tract, among other parcels, are subject to that certain Declaration of Easements, Covenants, Conditions, and Restrictions for Mountain Island Marketplace Shopping Center, dated March 31, 1995, recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina in Book 8104 at Page 274, as amended by First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions For Mountain Island Marketplace Shopping Center, dated May 22, 1995, recorded in aforesaid records in Book 8175 at Page 255, as affected and amended by that certain Supplemental Agreement Regarding Declaration of Easements, Covenants, Conditions and Restrictions (Deed Book 8104, Page 274), Amendment To Release and Easement Agreements (Deed Book 7742, Page 04 and Deed Book 7311 Page 747) and Declaration, dated March 13, 2006, recorded in aforesaid records for Mecklenburg County in Book 20145, Page 511, and as affected and amended by that certain Supplemental Agreement Regarding Declaration of Easements, Covenants, Conditions and Restrictions (Deed Book 8104, Page 274) and

25087-61

Declaration of Easements, Covenants, and Restrictions dated March 14, 2008, recorded in aforesaid records for Mecklenburg County in Book 23515, Page 728 (collectively, the "ECCR").

D. Pursuant to Section 5.2 of the Supplemental Agreement Regarding Declaration of Easements, Covenants, Conditions and Restrictions (Deed Book 8104, Page 274) and Declaration of Easements, Covenants, and Restrictions recorded in aforesaid records for Mecklenburg County in Book 23515, Page 728, Grantor agreed to grant a sewer easement to permit the SECU Tract to tie into the existing public sewer main on the E&A Southeast Tract, and Grantor and Grantee are entering into this Agreement to establish those easements, as set forth below.

#### AGREEMENT:

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) cash in hand paid by Grantee to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein by reference.
2. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the ECCR.
3. Grantor hereby grants and imposes on the E&A Southeast Tract for the benefit of the SECU Tract, the owner of SECU Tract and its successors, successors-in-title, and assigns, (i) a perpetual, appurtenant, non-exclusive easement (the "Sewer Easement") within the area described on Exhibit C attached hereto and incorporated herein (the "Sewer Easement Area") and shown on the Site Plan, to construct, install, maintain, repair and replace a sewer connection tie-in (the "Sewer Tie-in") to the existing fifteen (15') feet public sanitary sewer line located on the E&A Southeast Tract, and (ii) a temporary, appurtenant, non-exclusive easement (the "Construction Easement") within the area described on Exhibit D attached hereto and incorporated herein (the "Construction Easement Area") and shown on the Site Plan, for the purpose of constructing of the Sewer Tie-in, provided such temporary easement shall terminate upon completion of construction of the Sewer Tie-in.
4. The right to exercise the Sewer Easement and the Construction Easement shall be subject to the following terms: (i) the plans and specifications and work plan (including construction schedule and work dates) for the Sewer Tie-in shall be subject to the approval of the Grantor and Developer (as defined in the ECCR); (ii) any construction work within the Sewer Easement Area and the Construction Easement Area shall be done in a manner so as not to interfere with service vehicles and access to service areas to the rear of the existing buildings located on the E&A Southeast Tract; and (iii) Grantee shall promptly repair any damage to pavement, landscaping, and other improvements on the E&A Southeast Tract such that all such improvements are returned to the condition existing immediately prior to the performance of such work. Grantor shall have the right, from time to time and at its sole cost and expense, to relocate the Sewer Tie-in, in which event the Sewer Easement Area shall be relocated accordingly.
5. The Sewer Easement and the Construction Easement and the rights conveyed herein to Grantee shall run with and be appurtenant to the SECU Tract and shall burden the E&A

Southeast Tract. Without limitation on the foregoing, all rights and obligations created by this Agreement are commercial in nature and assignable for the benefit of Grantee, its successors, successors-in-title and assigns to the SECU Tract, and shall be binding upon the Grantor, its successors, successors-in-title and assigns to the E&A Southeast Tract.

6. Grantor specifically reserves the right to utilize the Sewer Easement Area and the Construction Easement Area for paving, curbing, sidewalks driveways, parking areas, and landscaping, and Grantor reserves the right to use the easement areas for any purposes not unreasonably interfering with the exercise of the rights granted under this Agreement (except no building structures shall be located within the Sewer Easement Area and the Construction Easement Area). Grantor may construct additional underground and above ground utilities within the Sewer Easement Area and the Construction Easement Area provided same are engineered and designed in a manner so as not to injure or damage the Sewer Tie-in.

7. Except in the case of emergency, any repairs or replacements to the Sewer Tie-in that would block or interfere with the flow of traffic within the E&A Southeast Tract shall be performed only upon prior notice to Grantor and the work schedule shall be coordinated with Grantor so as to minimize disturbance to the operations of the E&A Southeast Tract. In no event shall vehicular access of the driveways within the E&A Southeast Tract be blocked so as to prevent access to the E&A Southeast Tract or interfere with service vehicles and access to service areas to the rear of the existing buildings located on the E&A Southeast Tract.

8. During all times in which Grantor or Grantor's contractors enter the E&A Southeast Tract pursuant to the rights granted in this Agreement, Grantee shall procure and maintain in full force and effect insurance of the same types and amounts, and subject to the same terms and requirements, including, without limitation, designation of Grantee as an additional insured with respect to all public liability policies, as if the SECU Tract were included as a Shopping Center Parcel (as defined in the ECCR) under the provisions of Section 6.12 of the ECCR.

9. Grantee hereby indemnifies and saves Grantor harmless from any and all liability, loss, damage, expense (including reasonable attorney's fees and professional expenses), causes of action, suits, claims, or judgments arising from personal injury, death, or property damage or on account of the presence or release of toxic or hazardous substances (as regulated by applicable federal and state laws and including all costs of investigation, monitoring, remediation and the like of any toxic or hazardous substances)(collectively, the "Claims") arising out of Grantee's exercise of the easement rights granted herein; provided, however, that Grantee will not be indemnified or held harmless in the event that Grantor's act or negligence caused the condition creating the Claim.

10. Grantor covenants that it has the right and authority to grant the easement rights granted herein to Grantee, and Grantor shall warrant and forever defend the easement rights granted herein to Grantee, against claims made by Grantor, its heirs, successors and assigns, and against all other persons claiming by or through Grantor, but not otherwise.

11. Grantor and Grantee each agree to cooperate with the other in a reasonable manner in order to minimize interference with the performance of any construction work by any party hereunder and with regard to seeking approvals of such construction work from applicable governmental authorities.

12. In the event of litigation to enforce the rights of any party under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs of such litigation, including reasonable attorneys' fees.

13. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

WITNESS the following signatures and seals:

**GRANTOR:**

**E&A SOUTHEAST LIMITED PARTNERSHIP,**  
a Delaware limited partnership

By: E&A Southeast, LLC, a Delaware limited liability company, its sole general partner

By: [Signature] (SEAL)  
Jodie W. McLean, Manager

**WITNESSES:**

[Signature]  
Print Name: Christina Tenerail

[Signature]  
Print Name: Beth Bortoff

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND      )

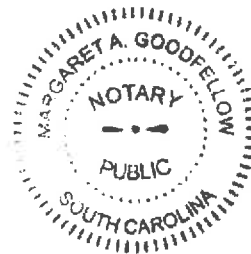
**ACKNOWLEDGMENT**

I Margaret A. Goodfellow, a Notary Public for the state and county aforesaid, do hereby certify that Jodie W. McLean personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purposes stated therein and that she is the Manager of E&A Southeast, LLC, a Delaware limited liability company, which is the sole general partner of E&A Southeast Limited Partnership, a Delaware limited partnership, and that by the authority duly given she executed the foregoing instrument on behalf of E&A Southeast, LLC acting for and on behalf of E&A Southeast Limited Partnership as the act and deed of the foregoing E&A Southeast Limited Partnership for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal this 21 day of August, 2009  
Margaret A. Goodfellow  
Notary Public for South Carolina  
Print Name: Margaret A. Goodfellow

My Commission Expires: 4.24.2010

[OFFICIAL STAMP OR SEAL]



GRANTEE:

STATE EMPLOYEES' CREDIT UNION

WITNESSES:

Ruth Ann Weaver  
Print Name: Ruth Ann Weaver

Janie Isaacs  
Print Name: JANIE ISAACS

By: [Signature]  
Its: SR. Executive

STATE OF North Carolina  
COUNTY OF Wake

ACKNOWLEDGMENT

I Eleanor R. Cross, a Notary Public for the state and county aforesaid, do hereby certify that R.S. Hall personally appeared before me this day and acknowledged that s/he voluntarily signed the foregoing document for the purposes stated therein and that s/he is the Se. Exec. Vice President of State Employees Credit Union, and that by authority duly given s/he executed the foregoing instrument on behalf of State Employees Credit Union as the act and deed of the foregoing State Employees Credit Union for the purposes stated in such instrument and s/he is personally known to me.

Witness my hand and official seal this 29<sup>th</sup> day of June, 2009  
Eleanor R. Cross  
Notary Public for  
Print Name: Eleanor R. Cross

My Commission Expires: 7/25/2010

[OFFICIAL STAMP OR SEAL]



## EXHIBIT A

### E&A Southeast Tract

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in Paw Creek Township, Mecklenburg County, North Carolina, being a portion of lands conveyed to Crescent Resources, Inc. as described in Deed Book 7672 at Page 377 in the Mecklenburg County Public Registry, and more particularly described as follows: Commencing at NCGS monument "MO30" (NAD'83 coords. N:579274.783, E:1419723.322); thence S 13-06-19 E, 357.70 feet (ground distance) to a set #4 rebar at the intersection of the southwesterly right-of-way line of Brookshire Boulevard (N.C. Hwy. 16) and the southeasterly right-of-way line of Mount Holly-Huntersville Road (S.R. 2004). Thence along the southeasterly right-of-way line of Mount Holly-Huntersville Road (r.o.w. varies), S 53-59-42 W, 199.24 feet to a set #4 rebar at the intersection of said right-of-way line with the northeasterly boundary line of lands conveyed to Lenette Realty & Investment Co., St. Louis Dev. Assoc. (referred to herein as "Lenette") as described in Deed Book 8671 at Page 152 in the Mecklenburg County Public Registry; thence departing said southeasterly right-of-way line of Mount Holly-Huntersville Road and proceeding along the northeasterly boundary of said Lenette, S 43-58-36 E, 293.66 feet to a set #4 rebar at the southeasterly corner of lands of said Lenette, being the POINT OF BEGINNING. Thence along a new line through the lands of said Crescent Resources, Inc., being the boundary between Phase II and the herein described Phase I, the following nineteen (19) courses: 1.) S 50-10-53 E, 410.77 feet to a point; 2.) S 39-03-27 W, 159.00 feet to a point; 3.) S 40-21-00 W, 125.79 feet to a point; 4.) S 23-19-43 W, 71.42 feet to a point; 5.) S 11-43-08 W, 60.40 feet to a point; 6.) S 40-16-58 W, 73.89 feet to a point; 7.) S 62-53-16 W, 152.01 feet to a point; 8.) S 46-58-19 W, 73.65 feet to a point; 9.) S 65-34-49 W, 62.39 feet to a point; 10.) N 45-57-36 W, 51.13 feet to a point; 11.) N 17-53-32 W, 126.36 feet to a point; 12.) N 50-55-57 W, 141.12 feet to a point; 13.) N 05-55-57 W, 106.07 feet to a point; 14.) N 50-55-57 W, 157.80 feet to a point; 15.) S 67-08-06 W, 214.59 feet to a point; 16.) S 80-14-45 W, 141.96 feet to a point, 17.) Along a curve to the left having a radius of 317.00 feet, an arc distance of 28.21 feet (chord being N 19-10-15 W, 28.20 feet) to a point; 18.) N 21-43-13 W, 219.12 feet to a point; 19.) Along the arc of a curve to the left having a radius of 30.00 feet, an arc distance of 47.66 feet (chord being N 67-14-05 W, 42.81 feet) to a set #4 rebar on the southeasterly right-of-way line of the aforementioned Mount Holly-Huntersville Road; thence along the southeasterly right-of-way line of Mount Holly-Huntersville Road, N 67-15-04 E, 126.02 feet to a set #4 rebar; thence departing said right-of-way and proceeding along the southwesterly boundary of lands conveyed to South Trust of North Carolina as described in Deed Book 8175 at Page 260 in the Mecklenburg County Public Registry (also being the northeasterly right-of-way line of an unnamed collector road). the following two (2) courses: 1.) Along the arc of a curve to the left having a radius of 30.00 feet, an arc distance of 46.59 feet (chord being S 22-45-56 W, 42.04 feet) to a set #4 rebar; 2.) S 21-43-13 E, 215.76 feet to a set #4 rebar; thence along the southeasterly boundary of lands of said South Trust of North Carolina, N 80-14-45 E, 104.22 feet to a chiseled "X" on the collar of a sanitary manhole; thence continuing along said southeasterly boundary of South Trust of North Carolina and the southeasterly boundary of lands conveyed to Redbird as described in Deed Book 8732 at Page 290 in the Mecklenburg County Public Registry, N 67-08-06 E, 378.68 feet to a set #4 rebar; thence along the northeasterly boundary of said Redbird, N 32-00-00 W, 281.62 feet to a point on the southeasterly right-of-way line of Mount Holly-Huntersville Road, which point is marked by a chiseled "X" on the concrete gutter; thence along said southeasterly right-of-way line of Mount Holly-Huntersville Road, along the arc of a curve to the left having a radius of 1180.92 feet, an arc distance of 57.00 feet (chord being N 58-21-56 E, 57.00 feet) to a chiseled "X" on the concrete gutter marking the intersection of said right-of-way with the southwesterly boundary of

lands conveyed to Hawthorne Carolina, LLC, as described in Deed Book 8104 at Page 368 in the Mecklenburg County Public Registry; thence along the southwesterly boundary of lands of said Hawthorne Carolina, LLC, S 32-00-00 E, 286.34 feet to a set #4 rebar; thence along the southeasterly boundary of lands of said Hawthorne Carolina, LLC, N 59-00-00 E, 184.74 feet to a set #4 rebar marking the southerly corner of lands conveyed to Lenette Realty & Investment Co., St. Louis Dev. Assoc. (referred to herein as "Lenette") as described in Deed Book 8671 at Page 152 in the Mecklenburg County Public Registry; thence along the southeasterly boundary of lands of Lenette, N 49-30-00 E, 191.57 feet to the POINT OF BEGINNING. Containing 9.0007 acres of land as shown on a plat entitled ALTA/ACSM Survey of 42.8145 Acres – Mountain Island Market Place, prepared by ESP Associates, P.A., dated Sept. 1, 1998 and last revised Sept. 11, 1998 (dwg. no. MG48-ALTA).

LESS AND EXCEPT RIGHT OF WAY DEDICATION FOR COULOAK ROAD

**EXHIBIT B**

SECU Tract

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in Mecklenburg County, North Carolina, containing 5.42 Acres, more or less, and being shown and designated as "New Tract Area = 5.42 Acre 236,312 Sq. Ft. Portion of TP #03301225 Mountain Island (E&A) LLC DB 11564 PG 061 MB 45 PG 393" on that certain plat entitled "Final Plat of New 5.42 Acre Tract, Mountain Island Marketplace, Located in City of Charlotte, Mecklenburg County, North Carolina", dated January 4, 2008, prepared by ESP Associates, P.A. recorded in the Office of the Register of Deeds for Mecklenburg County march 10, 2008 in Map Book 49 at Page 993. For a more complete description as to courses, metes and bounds, reference may be made to said plat of record.



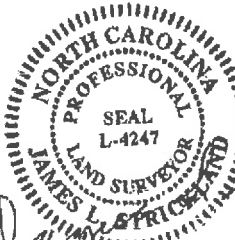
EXHIBIT C

Sewer Easement Area

(See attached)

EXHIBIT C

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situated in Paw Creek Township, Mecklenburg County, North Carolina, being a portion of lands owned by E&A Southeast LP, as described by in Deed Book 9915 Page 827 in the Mecklenburg County Public Registry, identified as 15' Permanent Easement, and more particularly described as follows: Commencing at an Existing Sanitary Sewer Manhole (NAD83 coordinates N: 578,138.9526 E: 1,419,463.6447) thence S05°35'03"W 12.38 feet to a calculated point being the POINT OF BEGINING. The calculated point being the intersection of the Existing 15' Permanent Easement and the New 15' Permanent Easement, thence S42°51'28"W 13.20 feet to a point of the property line with State Employees Credit Union, thence with said property line, N05°55'11"W 9.97 feet to centerline of New 15' Permanent Easement, thence continuing with property line N05°55'11"W 9.97 feet to a point on the Western edge of New 15' Permanent Easement, thence N42°51'28"E 2.14 feet to a point on the Existing 15' Easement, thence along existing easement S49°12'48"E 6.62 feet to an angle point on 15' Existing Easement, thence with 15' Existing Easement S31°41'22"E 0.92' to the intersection point with centerline of New 15' Permanent Easement, thence S31°41'22"E 7.78 feet to the point of beginning containing 124 square feet.

  
*James L. Strickland*  
3-3-09

**EXHIBIT D**

Construction Easement Area

(See attached)

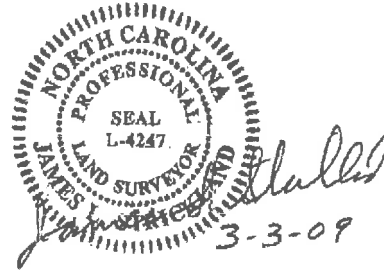


EXHIBIT D  
TCE #1

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situated in Paw Creek Township, Mecklenburg County, North Carolina, being a portion of lands owned by E&A Southeast LP, as described by in Deed Book 9915 Page 827 in the Mecklenburg County Public Registry, and identified as Temporary Construction Easement #1(TCE#1), and more particularly described as follows: Commencing at an Existing Sanitary Sewer Manhole (NAD83 coordinates N: 578,138.9528 E: 1,419,463.6447) thence S05°35'03"W 12.38 feet to a calculated point being the intersection of the Existing 15 foot Easement and the New 15' Permanent Easement, thence along Existing 15' Easement N31°41'22"W 8.70 feet to an angle point in Existing 15' Easement, thence continuing along Existing 15' Easement N 49°12'48"W 6.62 feet to a calculated point being the POINT OF BEGINNING. The calculated point being the intersection point of the Existing 15' Easement, New 15' Permanent Easement, and the 10' Temporary Construction Easement(TCE #1), thence along the western edge of New 15' Easement S42°51'28"W 2.14 feet to a point on the property line of State Employees Credit Union, thence along State Employees Credit Union property line N05°55'11"W 1.58 feet to an angle point in the State Employees Credit Union property line, thence along State Employees Credit Union property line N50°55'11"W 8.83' to a point in State Employees Credit Union property line, thence N42°51'28"E 1.32 feet to a point in the Existing 15' Easement, thence along 15 foot Existing Easement S49°12'48"E 10.01 feet to the Point of Beginning containing 12 square feet.

TCE #2

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situated in Paw Creek Township, Mecklenburg County, North Carolina, being a portion of lands owned by E&A Southeast LP, as described by in Deed Book 9915 Page 827 in the Mecklenburg County Public Registry, and identified as Temporary Construction Easement #2(TCE#2), and more particularly described as follows: Commencing at an Existing Sanitary Sewer Manhole (NAD83 coordinates N: 578,138.9528 E: 1,419,463.6447) thence S05°35'03"W 12.38 feet to a calculated point being the intersection of the Existing 15' Easement and the New 15' Permanent Easement, and 10' Temporary Construction Easement #2(TCE#2) and being the Point of Beginning, thence along the 15' Existing Easement S31°41'22"E 10.38 feet to a point being the Eastern edge of TCE #2, thence S42°51'28"W 19.20 feet to a point on the property line with State Employees Credit Union, thence along property line N05°50'11"W 13.30 feet to a point with the New 15' Permanent Easement, thence with the New 15' Permanent Easement N42°51'28"E 13.20 feet to a point on the Existing 15' Easement to the Point of Beginning containing 162 square feet.

EXHIBIT X

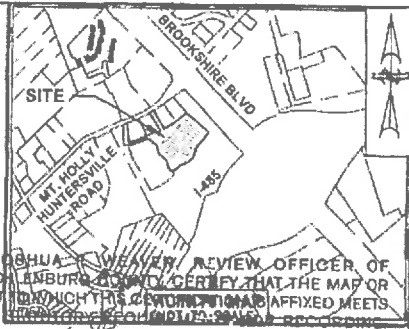
Site Plan

(See attached)

AREA OF:	SQ. FT.	ACRE
TOTAL AREA (PER DEED)	373,745	8.58
PERMANENT EASEMENT	124	0.003
TEMPORARY CONSTRUCTION EASEMENT	TCE#1 12 TCE#2 162	0.004
AREA REMAINING	373,745	8.58

EXHIBIT "X"

8" SANITARY SEWER 16.49 LF  
 TOTAL SANITARY SEWER 16.49 LF  
 TOTAL MANHOLES 0 EA

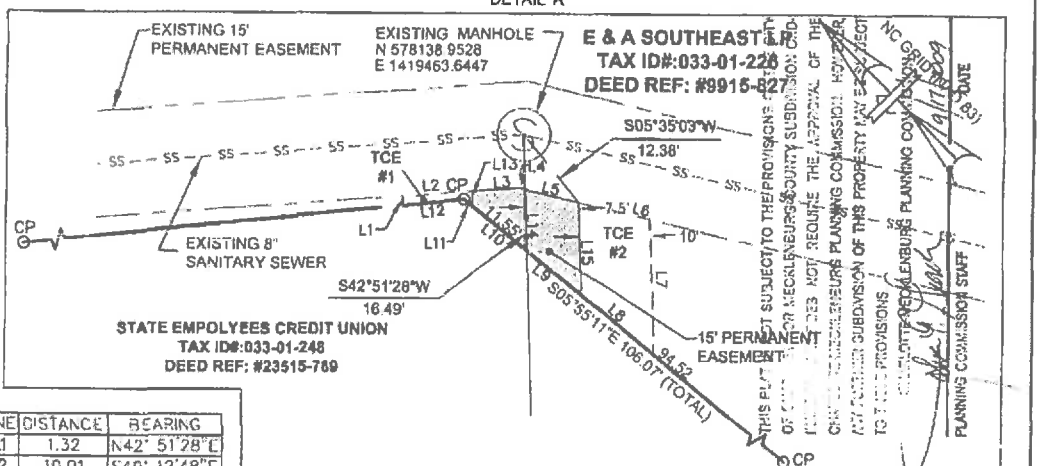
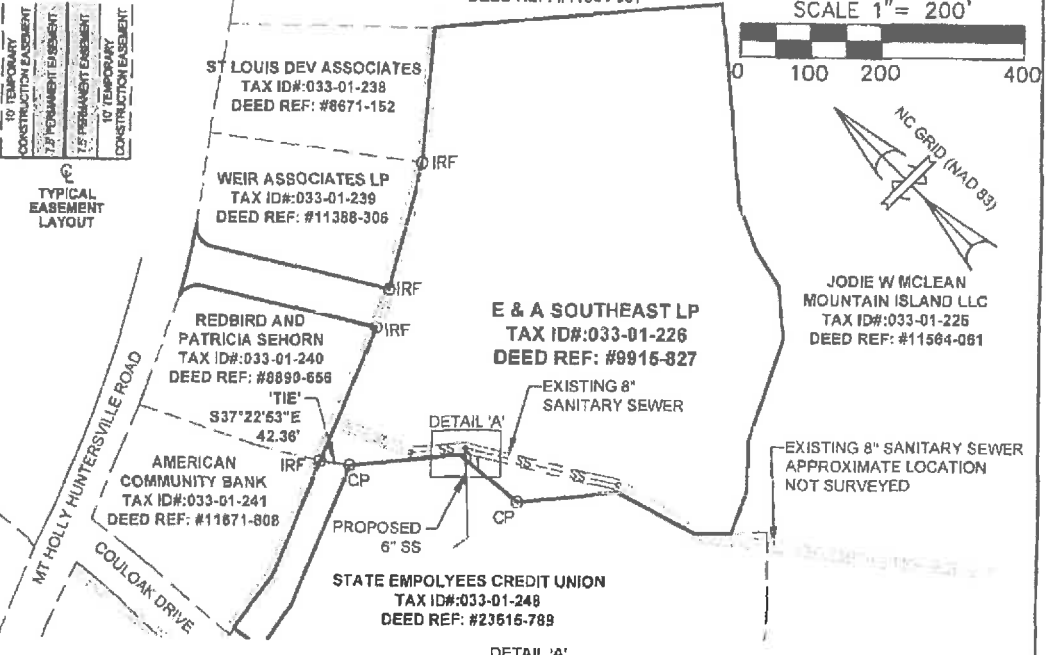
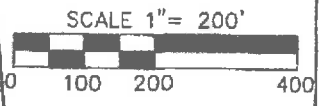


This map was prepared from an actual field survey performed by M&K & Creed for the purpose of easement acquisition only, and is not to be construed to be a boundary survey of the property shown 3-3-09

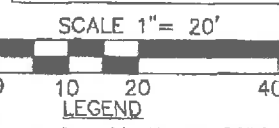
James L. Strickland  
 N.C. Professional Land Surveyor L-4247

I, JODIE W MCLEAN, REVIEW OFFICER OF MECHANIC COUNTY, CERTIFY THAT THE MAP OR PLAN WHICH THIS CERTIFICATE IS AFFIXED MEETS ALL THE REQUIREMENTS OF THE PLANNING COMMISSION. Date: 9/17/2009

JODIE W MCLEAN, Review Officer  
 MOUNTAIN ISLAND LLC  
 TAX ID#: 033-01-225  
 DEED REF: #11564-061



LINE	DISTANCE	BEARING
L1	1.32	N42° 51' 28" E
L2	10.01	S49° 12' 48" E
L3	6.62	S49° 12' 48" E
L4	0.92	S31° 41' 22" E
L5	7.78	S31° 41' 22" E
L6	10.38	S31° 41' 22" E
L7	19.20	S42° 51' 28" W
L8	13.30	N05° 55' 11" W
L9	9.97	N05° 55' 11" W
L10	9.97	N05° 55' 11" W
L11	1.58	N05° 55' 11" W
L12	8.83	N50° 55' 11" W
L13	2.14	S42° 51' 28" W
L14	8.70	S42° 51' 28" W
L15	13.20	S42° 51' 28" W



LEGEND  
 CP ○ CALCULATED POINT  
 IRF ○ IRON ROD FOUND  
 ● PROPOSED MANHOLE

M&K & CREED  
 8020 TOWER POINT DRIVE  
 CHARLOTTE, NORTH CAROLINA 28227  
 PHONE (704) 841-2588  
 FAX (704) 841-2567

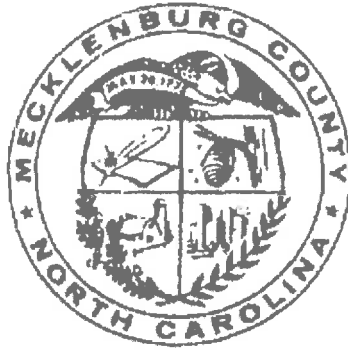


Job No. \_\_\_\_\_ File No. \_\_\_\_\_  
 Scale: 1" = 200'  
 PLAN PROFILE For Veri N/A N/A  
 As Built \_\_\_\_\_ Date \_\_\_\_\_

PROP. 8" SANITARY SEWER TO SERVE SECU MOUNTAIN ISLAND

PROPERTY OF  
 E & A SOUTHEAST LP  
 PO BOX 528  
 COLUMBIA, SC 29202

Surveyed By	Designed By	Drawn By	Project-Eng	Approved By	Date
					9/17/09



J. DAVID GRANBERRY  
REGISTER OF DEEDS, MECKLENBURG  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE, NC 28202

**PLEASE RETAIN YELLOW TRAILER PAGE**

It is part of the recorded document, and must be submitted with original for re-recording  
and/or cancellation.

\*\*\*\*\*

**Filed For Registration:** 09/17/2009 10:11:49 AM  
**Book:** RE 25087 **Page:** 61-75  
**Document No.:** 2009131360  
**ESMT 15 PGS \$53.00**

**Recorder:** SERENA WOODS



2009131360