

Tommy D. PUCKETT
8914 CENTER GROVE CH. RD.
CLEMMONS, N.C. 27012

Put in Frye Box

(3)

DRAWN BY: LESLIE G. FRYE

62

NORTH CAROLINA)
FORSYTH COUNTY)

DEED OF EASEMENT

NO TAXABLE CONSIDERATION

THIS DEED, made this 22nd day of January, 1986, by and between L & S LEASING, INC., a North Carolina Corporation, hereinafter referred to as Grantor and TOMMY D. PUCKETT and wife, BRENDA C. PUCKETT, of Forsyth County, North Carolina, hereinafter referred to as Grantee;

W I T N E S S E T H:

WHEREAS, Westwynne Corporation formerly owned both the parcel of land now owned by the Grantor hereinafter referred to and the parcel which Grantee is now purchasing as more particularly hereinafter described; and

WHEREAS, Westwynne Corporation entered into a contract with Larry E. Alexander and Peggy H. Alexander, Grantees predecessors in title, dated April 30, 1984, which contract was attached to the Grantors deed, marked Exhibit C, which deed is attached hereto and incorporated by reference; and

WHEREAS, Grantor acquired title to a 126 acre tract from Westwynne Corporation, by deed dated October 11, 1985, and recorded in Book 1509, page 1705, Forsyth County Registry, upon which the septic tank line and drain field serving Grantees property is located; and

WHEREAS, Westwynne Corporation conveyed 7.575 acres to Larry W. Alexander and wife, Peggy H. Alexander by deed dated May 1, 1984, and recorded in Book 1439, page 1660, Forsyth County Registry, which carried with it contractual rights to sewer services, which was the subject of the April 30, 1984, letter above referred to; and

WHEREAS, the Grantee is acquiring 4.02 acres of the 7.575 acres purchased by Larry E. Alexander and wife, Peggy H. Alexander above referred to, on which the Alexanders have erected a building, together with all rights under the April 30, 1984 agreement above referred to which tract is more particularly described as follows; and

BEGINNING at an iron stake located in the North right of way line of Clemmons Road, said iron stake being the Southeast corner of C. F. Spaugh (see Deed Book 514, page 108, Forsyth County Registry); running thence from said point of Beginning, along Spaugh's East line, North 03° 44' 25" West 368.80 feet to an iron stake; running thence on a new line with Alexander, South 84° 48' 40" East 511.86 feet to an iron stake located in the Western line of Ralph D. Doss (see Deed Book 1006, page 146); running thence with Doss's Western line and falling in with the Western line of Francis L. Angel, et al (see Deed Book 906, page 10), the two following courses and distances: South 05° 00' 40" West 112.71 feet to an iron stake and South 04° 46' 55" West 246.71 feet to an iron stake located in the Northern right of way line of Clemmons Road; running thence with the Northern right of way line of Clemmons Road, North 85° 25' 35" West 456.74 feet to an iron stake, the point and place of BEGINNING, containing 4.02 acres, more or less. Said description is in accordance with a survey made by Larry L. Callahan RLS, dated January 6, 1986, entitled Survey for Puckett Enterprises, Inc. Said property being shown on the Forsyth County Tax Maps as the Southern portion of Tax Lot 35E, in Block 3889, Southfork Township.

WHEREAS, Westwynne Corporation opted to install a septic tank drain field on the 126 acre tract as set out in paragraph 4 of said April 30, 1984 agreement (Exhibit C); and

WHEREAS, the parties hereto now desire to more clearly define the location of the sewer line and septic tank drain field which is located on Grantor's 126 acre tract by the execution and acceptance of this deed of easement.

NOW, THEREFORE, said Grantor, for and in consideration of Ten Dollars and other valuable consideration (\$10.00 o.v.c.) to it in hand paid, do hereby give, grant, and convey unto Grantee a perpetual (subject to the termination as herein provided) right and easement to construct and maintain across and upon the lands of the Grantor an underground sewer line extending from Grantees land, under West Clemmons ville Road to and across Grantor's lands, along the easement to the septic tank drain field as hereinafter described (together with expansion of same within said easement) and to go upon said lands whenever the same is reasonably necessary for the purpose of inspecting, maintaining, expanding, and repairing said sewer line and septic tank drain field, said easement being more particularly described as follow:

EASEMENT NO. 1: A ten-foot wide sewer line easement, the center line of which is described as follows: BEGINNING at a point in the South right of way line of West Clemmons ville Road, said Beginning point being located South 85° 25' 35" East 95.77 feet and South 03° 58' 20" West 60 feet from the Southwest corner of Larry E. Alexander et ux 7.575 acre tract as described in Deed Book 1439, page 1660, Forsyth County Registry; running thence from said point of BEGINNING, South 03° 58' 20" West 2.85 feet; running thence 2.85 feet South of and parallel to the South right of way line of West Clemmons ville Road, North 85° 25' 35" West 505 feet to a point; thence South 60° 38' 50" West 17.87 feet to a point thence South 04° 01' 10" West 125.98 feet to a point; thence South 01° 23' 40" East 103.84 feet to a point; thence South 01° 30' 50" East 180.3 feet to a point; thence South 02° 37' 05" East 32.11 feet to a point; thence South 07° 22' 45" West 179.55 feet to a point; thence South 27° 33' 35" West 97.23 feet to a point; thence South 29° 08' 30" West 151.76 feet to a point; thence South 20° 24' 40" West 52.21 feet to a point; thence South 64° 20' 15" West 44.90 feet to a point; thence South 74° 10' 30" West 134.72 feet to a point; thence South 81° 32' 50" West 34.91 feet to a point; thence South 64° 40' 20" West 42.76 feet to a point, the terminus of the sewer line easement and the Southeast corner of the septic tank sewerage system drain field as more particularly described in Easement No. 2 hereinafter described.

EASEMENT NO. 2: BEGINNING at the Southernmost terminus of the above described center line of the 10 foot wide sewer line easement and running the four following courses and distances: South 85° 45' 20" West 104.57 feet to a point; thence North 0° 42' 05" East 68.89 feet to a point; thence North 83° 39' 30" East 121.55 feet to a point; thence South 13° 00' 55" West 76.56 feet to the point and place of BEGINNING.

Said easement to carry the same right of joint use and maintenance with Grantor, if Grantor elects, as is provided in paragraph 4 of the April 30, 1984 agreement (Exhibit C on attached document).

PROVIDED, HOWEVER, when public sewer is available to Grantee along West Clemmons Road in front of Grantee's property to the City-County central sewerage treatment facilities, Grantee shall have one year to connect to such public sewer and this easement shall terminate when Grantee is connected to such public sewer or one year after the same is available for Grantee, their successors and assigns, to connect, whichever sooner occurs.

TO HAVE AND TO HOLD said right and easement to them the said Grantee and their successors in title; it being agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned or being acquired by Grantee and hereinabove described, unless and until the same is terminated as hereinabove provided.

IN TESTIMONY WHEREOF, L & S LEASING, INC. has caused these presents to be signed by its _____ President, attested by its Secretary, and has caused its Corporate Seal to be affixed hereto, this the day and year first above written.

ATTEST:

L & S LEASING, INC.

By: W. L. Speas President

STATE OF NORTH CAROLINA - County of Rowan

I, Meredith C. Nance, a Notary Public, hereby certify that Harrison L. Dorsett Jr. personally came before me this day and acknowledged that he is Secretary of L & S LEASING, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its _____ Secretary.

Witness my hand and notarial seal, this the 23 day of Jan., 1986.

My commission expires: 9-29-86

Meredith C. Nance
Notary Public

STATE OF NORTH CAROLINA - Forsyth County

The foregoing certificate of Meredith C. Nance a Notary Public of Rowan County, N. C. is certified to be correct. This the 23 day of Jan, 1986.

L.E. SPEAS, REGISTER OF DEEDS

By: Jessie Golden
Deputy/Assistant

PROBATE FEE \$1.00 PAID

PRESENTED FOR
REGISTRATION
AND RECORDED

JAN 23 2 32 PM '86

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CTY., N.C.

1524P1050

Being all of the approximately 126 acre tract of land as described on SCHEDULE A, which is attached to this Deed and made a part hereof.

DT 1505-1712

read first above written;
 ATTEST: Rebecca W. Pitman
 (Corporate Seal) Secretary
 STATE OF NORTH CAROLINA Forsyth COUNTY
Rebecca W. Pitman a notary public, do hereby certify that Westwynne Corporation personally came before me
 as the act of the Corporation, the foregoing instrument was signed in its name by its
Rebecca W. Pitman Secretary of Westwynne Corporation
 and attested by himself as its Secretary.
 Witness my hand and official seal this 11th day of October, 1985
 My Commission expires: April 29, 1986 Rebecca W. Pitman N. P. (SEAL)

STATE OF NORTH CAROLINA, Forsyth COUNTY.
The foregoing certificate(s) of Rebecca W. Pittman, J.P., Forsyth Co., NC
is (are) certified to be correct. This instrument was presented for registration this 11 day of October, 19 85
at A.M., P.M. and duly recorded in the office of the Register of Deeds of Forsyth County,
North Carolina, in Book Oct 11 3 04 PM '85 Page 11
This the 11 day of October, A.D. 19 85
I, Ernest Bottom,
Register of Deeds.

This deed was given by JAMES HALLAM
James Hallam
 Register of Deeds
 Assistant, Deputy Register of Deeds
 This deed given by F. J. R.
 F. J. R.
 1504 P 705

BOOK 132491051

SCHEDULE A

Description of Property:

Lying and being in Southfork Township, Forsyth County, North Carolina, and more particularly described as follows:

Beginning at a point, in the south right-of-way line of the Waughtown-Clemmons Road, also being the northeast corner of property of Bruce T. Nash and wife, running thence along the said south right-of-way line of said Waughtown-Clemmons Road south 85 degrees, 25' 49" east 1,839.92 feet more or less to an iron stake; running thence south 00 degrees 05' 10" west 405.41 feet to an iron stake; running thence south 20 degrees 50' 53" west 1,370.96 feet to an iron stake; running thence south 48 degrees 40' 17" west 289.90 feet to an iron stake; running thence south 62 degrees 42' 04" west 182.49 feet to a point; running thence south 40 degrees 41' 35" west 116.47 feet to a point; running thence south 52 degrees 41' 53" west 203.36 feet to a point; running thence south 64 degrees 50' 50" west 169.88 feet to a point; running thence south 48 degrees 00' 51" west 284.67 feet to a point; running thence south 66 degrees 15' 47" west 91.71 feet to a point; running thence south 51 degrees 26' 18" west 172.04 feet to a point; running thence south 53 degrees 53' 36" west 261.73 feet to a point; running thence south 59 degrees 29' 54" west 110.22 feet to an iron post; running thence north 03 degrees 08' 00" west 542.62 feet to an iron stake; running thence south 88 degrees 06' 08" west 231.00 feet to a Poplar Tree; running thence north 02 degrees 38' 52" west 929.57 feet to an iron stake; running thence south 82 degrees 48' 04" west 800.97 feet to a tree; running thence north 02 degrees 21' 50" west 1,086.05 feet to a stone; running thence south 85 degrees 01' 44" east 502.43 feet to a stone; running thence north 02 degrees 38' 45" east 115.95 feet to an iron post; running thence south 86 degrees 46' 20" east 817.54 feet to an iron stake; running thence north 02 degrees 05' 20" west 463.45 feet more or less to an iron stake in the south right-of-way line of Waughtown-Clemmons Road, also being the point of beginning. Containing approximately 126 acres, more or less.

Also hereby conveying to the above-named Grantee all right, title and interest which Grantor, Westwynne Corp., may have in a roadway easement and right-of-way 30 feet wide on the west side of the approximately 3.93 acre tract previously conveyed by Westwynne Corporation to Bruce T. Nash and wife, which 30 foot right-of-way easement runs from the northeast corner of James R. Sealey property in the centerline of the Waughtown-Clemmons Road, running east 30 feet south 79 degrees 05' east, and extending southwardly, being 30 feet wide for 501.7 feet more or less to the rear and south boundary line of the said approximately 3.93 acre tract of Bruce T. Nash and wife.

This deed also hereby quitclaims and conveys to the Grantee named above in this deed from Westwynne Corporation, any and all right, title and interest which said Westwynne Corporation may have in any lands lying south of the said Waughtown-Clemmons Road.

1509P1706

1524P1052

SCHEDULE B

This Deed of conveyance from Westwynne Corporation to L & S Leasing, Inc. is also subject to: all easements, restrictions, covenants, and conditions of public record, and to the provisions of a sewer-line agreement as specified in a letter dated April 30, 1984 from Westwynne Corporation to Larry E. Alexander and wife, Mrs. Peggy H. Alexander, copy of which is attached and made a part of this Deed, as Schedule C.

Grantee, L & S Leasing, Inc. assumes payment of 1985 ad valorem taxes, which are a lien on the property.

1509P1707

BOOK 1524P1053

SCHEDULE C

WESTWYNNE CORPORATION

1505 REYNOLDS TOBACCO BUILDING - WINSTON-SALEM, NORTH CAROLINA 27101

April 30, 1984

TO: Mr. Larry E. Alexander and
Mrs. Peggy H. Alexander

1. I believe our representative, Mr. Chapman, and your representative and attorney, Mr. Crumpler, have worked out a few details. We refer to the "original" written Realtor's Contract of Purchase and Sale signed by both of you and signed by Westwynne as the Seller and by both of you as Buyers, dated Jan. 12, 1984 (original agreement).
2. We agree that the Seller and Buyers will close the transaction on May 1, 1984; that the Seller will then deliver good Warranty Deed conveying good title to the Buyers free of all debts, liens or encumbrances in accordance with the above original agreement and the purchasers will pay the \$95,000.00 cash purchase price.
3. In order to provide sewer line service for the Tract which you are buying, Westwynne Corporation agrees and contracts that Westwynne, at its expense, will proceed promptly after the transaction is closed, to use best efforts and reasonable diligence to proceed promptly and with reasonable speed to have a competent contractor install sewer pipe/sewer line and pumping facility on Seller's property which is on the south side of the Clemmonsville Road, so as to enable you to make a tap-on line from the southeastern part of your tract to connect with the sewer line immediately across Clemmonsville Road. You and your successors in ownership of your land will be entitled to continue your future use of such tap-on, sewer line facilities and you (and/or any later owner of part or all of your Tract), as the user(s), will join in and be members of the sewer facility group or association, and will provide any cost of "maintaining" the sewer line or the sewer pump facility. When any future users begin to share in the use of the sewer line and facility with you, they will be required to pay their proportionate usage share of any such maintenance expense.
4. As an alternative optional of providing sewer service to you, Westwynne Corp may choose to install a drain field on other land owned by Westwynne immediately across, and on the south side of, Clemmonsville Road from your Tract. Such drain field and the necessary sump pump will be located on Westwynne's other property, and will be installed at Westwynne's original cost and expense, and will meet the requirements of the Forsyth County Environmental Health Department or agency, so as to enable you to have sewer line disposal service for your Tract, and to enable you to make your tap-on to connect with sewage drain field. In such event,

EXX 1509P1700

BOOK 1524P1054

Mr. Larry E. Alexander and
Mrs. Peggy H. Alexander

April 30, 1984

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you and your successors in ownership of your tract will have the same rights to the continued future use of such sewer drain field facilities, and the same responsibility for cost of maintaining the same, and the same rights to require any other future users to pay their proportionate usage share of any such maintenance expense, as is spelled out in the two sentences immediately above in the preceding paragraph. You will of course have easement rights to come onto Westwynne's other such property at the location of the drain field for any future maintenance which may be necessary. If at some future time Westwynne decides to provide alternate sewer line and pumping facility on Seller's other property, as described in the preceding Paragraph 3, then Westwynne may discontinue and/or remove the drain field sewage facility as soon as you and your land are enabled to make tap-on to the other, pumping facility larger type of sewer service, with no further easement.

5. In addition to Westwynne Corporation hereby pledging and contracting its full faith and credit to carry out this agreement to install sewer facilities, \$20,000.00 cash will be taken out of the \$95,000.00 purchase price cash at time of closing and will be placed in trust and in escrow with T. Winfield Blackwell, Attorney at Law, and Thomas T. Crumpler, Attorney at Law, as the joint Escrow Agents, at no charge. Just as soon as Westwynne Corp shall have fulfilled its above obligation to install and to put into working order sewer facilities so that you can tap-on and get service to your property, the Escrow Agreement will dissolve and the Escrow Fund will be immediately delivered to Westwynne Corp.
6. However, if Westwynne should default in its above agreement with respect to installation of the sewer facility, then the joint Escrow Agents will have the duty and the authority to apply such part or all of the Escrow Fund as may be necessary to have the installation of the sewer facilities completed. The Escrow Fund shall be kept in such income producing form as Westwynne designates, such as certificate of deposit or savings and loan accounts, money-market accounts, at banks, or other financial institutions, and any income will be paid to Westwynne during the term of the escrow.
7. As further assurance to you, if the building which you plan to construct on the Tract is completed and ready for occupancy on or before August 31, 1984, and if the sewer pipe and facilities are not in place and ready and available for you to tap-on and to use to serve the building on your tract, by August 31, 1984, and if Westwynne Corp's failure to have such sewer facilities available for you by that date is the only reason for your inability to occupy your new building, then Westwynne Corporation, as liquidated damages to you, will be obligated to pay you at the rate of \$100.00 per day until such sewer facilities are made available to you, and the above Escrow Agents shall pay such daily

1509P1709

BOOK 1524P1055

Mr. Larry E. Alexander and
Mrs. Peggy H. Alexander
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April 30, 1984

liquidated damage amounts to you out of the Escrow Fund itself,
if Westwynne Corp itself does not make such payments promptly.

8. After all of the Seller's obligations are fulfilled, any remaining
Escrow Fund goes to the Seller.
9. The above extra agreement, to provide sewer facilities for you,
has been explained to us by our representative and we find it
agreeable. With your agreement, please sign both copies of this
agreement, return one to us with your signatures, keep the other
as your permanent copy, and the two Escrow Agents can sign their
acceptance of the Escrow on the closing date.

Very sincerely,
WESTWYNNE CORPORATION

By _____
Corporate Officer

Attest: _____
Secretary

Larry E. Alexander

Peggy H. Alexander

BOX 1509P171G

1524P1056

STATE OF NORTH CAROLINA - FORSYTH COUNTY

I, the undersigned Notary Public, hereby certify that
_____ personally came before me
this day and acknowledged that he is
Secretary of WESTWYNNE Corporation, that the foregoing
instrument was signed in its name by its President, sealed
with its corporate seal, and attested by himself as its
Secretary.

Witness my hand and official seal this the _____ day
of _____, 1984.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA - FORSYTH COUNTY

I, _____, the undersigned Notary
Public of Forsyth County, North Carolina, do hereby certify
that Larry E. Alexander and wife, Peggy H. Alexander each
appeared personally before me this _____ day of _____,
1984, and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal or stamp this the
_____ day of _____, 1984.

Witness my signature and notarial seal or stamp this
the _____ day of _____, 1984.

Notary Public

My Commission Expires:

EXX 1509P1711

BOOK 1524P1057