

PREPARED BY AND RETURN TO: W. PHILLIP MOSELEY, ATTORNEY AT LAW
9 Court Square, NE, Graham, NC 27253

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

DEED OF EASEMENT AND RIGHT OF WAY

THIS DEED OF EASEMENT AND RIGHT OF WAY, made this the 14th day of June, 1992, by and between Emory E. Dark and Wife, Georgia W. Dark of Alamance County, North Carolina, whose address is Route 1, Box 313, Snow Camp, North Carolina, parties of the first part, and Virgil L. Manuel, Jr. and Wife, Constance K. Manuel of Alamance County, North Carolina, whose address is 1615 Broadway Drive, Graham, North Carolina, and J. Joseph Murray and Wife, Elizabeth D. Murray of Guilford County, North Carolina whose address is Post Office Box 9944, Greensboro, North Carolina 27408, parties of the second part;

W I T N E S S E T H:

THAT, WHEREAS, parties of the first part are the owners of a certain tract or parcel of land in Newlin Township, Alamance County, North Carolina as described in Alamance County Deed Book 413, at Page 637; and

THAT, WHEREAS, said property is subject to 15 foot easement for access to the property of the parties of the second part; and

THAT, WHEREAS, the parties of the second part have acquired that 96.65 acres of land (previously identified as a 98 acre tract of land) from James C. Crutchfield and Wife, Patricia A. Crutchfield; and

THAT, WHEREAS, J. Joseph Murray and Wife, Elizabeth D. Murray have acquired that tract of land and Deed of Easement from Milton R. Booty and Wife, Ruby A. Booty.

THAT, WHEREAS, there exist a Deed of Easement and Right of Way Agreement from Milton R. Booty and Wife, Ruby A. Booty as recorded in Deed Book 462, at Page 797; and a Deed of Easement and Right of Way Agreement from Vera Foust as recorded in Deed Book 462 at Page 799; and

THAT, WHEREAS, the parties have discovered that there is a 20 foot boundary overlap along the northern boundary of the property of the party of the first part at the location of the driveway easement and right of way, and further, the parties have agreed to enlarge said easement to the dimensions reflected in the conveyance hereinbelow so as to straighten the line and resolve the boundary overlap; and

THAT, WHEREAS, the said parties of the first part have agreed to grant to the said parties of the second part and their heirs and assigns forever a perpetual right of way and easement over, upon and across the hereinafter described land;

NOW, THEREFORE, said parties of the first part, for and in consideration of the sum of \$1.00 and the premises and other good and valuable consideration to them in hand paid, the receipt of which is hereby acknowledged, do hereby give, grant and convey unto the said parties of the second part and their heirs, successors and assigns a perpetual and non-exclusive right of way and easement for ingress, egress and regress, to be used in common by the parties of the first part and their heirs, successors and assigns over, upon and across that strip of land owned by the parties of the first part and described as follows:

ALL THAT certain tract or parcel of land located in Newlin Township, Alamance County, North Carolina, adjoining the lands of Snow Camp Road (SR #1004), Raymond R. McPherson (formerly Vera T. Foust) and William Gray McPherson (formerly Lon McPherson), and being more particularly described as follows:

BEGINNING at an existing iron stake and the southeast corner of the Raymond R. McPherson property and at the eastern margin of Snow Camp Road (SR #1004) and thence with the margin of said road, South 05° 59'10" W., 20.13 feet to a new iron pin in the line of Emory E. Dark; thence with the line of Dark, N. 88° 53'08" W., 204.49 feet to a rock corner with William Gray McPherson; thence across said driveway right of way and easement N. 11° 46'52"W., 20.56 feet to an existing iron pin in the line of Raymond R. McPherson; thence with the line of Raymond R. McPherson, S. 88° 53'38" E., 210.79 feet to an existing iron pin and the POINT AND PLACE OF BEGINNING.

TO HAVE AND TO HOLD, said right of way and easement to them, the parties of the second part and their heirs, successors, and assigns, together with the right to develop, improve and maintain a roadway thereon and it being further agreed that the right of way and easement hereby granted is appurtenant to and runs with the land now owned by the partes of the second part hereinabove referred to.

IN WITNESS WHEREOF, parties of the first part have hereunto set their hands and seals this the day and year first above written.

Emory E Dark (SEAL)
EMORY E. DARK

Georgia W Dark (SEAL)
GEORGIA W. DARK

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

On this 19 day of JUNE, 1992, personally appeared before me, the said named EMORY E. DARK AND WIFE, GEORGIA W. DARK known and known to me to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.



Notary Public: Roy D. Shaw
My Commission Expires 03-18-96

FILED
BOOK 777 PAGE 126

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MARSHALL P. PITTMAN
REGISTER OF DEEDS
ALAMANCE COUNTY.

State of North Carolina - Alamance County

This foregoing certificate of Roy D. Shaw

A Notary (Notaries) Public of the Designated Governmental units is (are) certified to be correct

This the 22 day of June 1992
MARIAN H. PITTMAN Marian H. Pittman
Register of Deeds By Assistant/Deputy

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