

SURRY COUNTY

STATE OF NORTH CAROLINA

3095



188.00

552191

Real Estate Excise Tax

RB 585 0326

FILED

'95 JUN 30 P 3:10

DENNIS W. "BOB" CAMERON  
REGISTER OF DEEDS  
SURRY COUNTY, N.C.

Excise Tax 188.00

Recording Time, Book and Page

Tax Lot No. .... Parcel Identifier No. ....  
Verified by ..... County on the ..... day of ....., 19 ....  
by .....

Mail after recording to .....

This instrument was prepared by CARL E. BELL, ATTORNEY AT LAW, MT. AIRY, NC

Brief description for the Index

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 26th day of June, 1995, by and between

GRANTOR

GRANTEE

RAY D. COLLINS, legally separated;  
MAX BINGHAM and wife, RUTH BINGHAM

LAND UNLIMITED, INC., a Virginia Corporation  
Route 1, Box 154  
Fancy Gap, VA 24328

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ....., Stewarts Creek Township, Surry County, North Carolina and more particularly described as follows:

FOR DESCRIPTION OF PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in .....

A map showing the above described property is recorded in Plat Book ..... page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

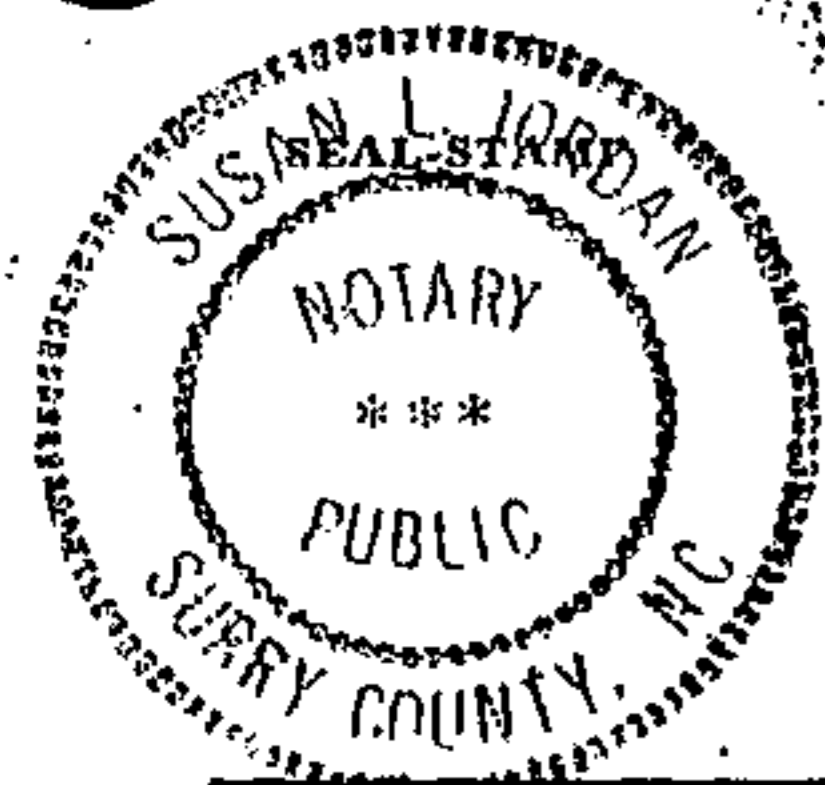
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)
By:
President
ATTEST:
Secretary (Corporate Seal)

USE BLACK INK ONLY

Ray D. Collins, legally separated (SEAL)
Max Bingham (SEAL)
Ruth Bingham (SEAL)
Ruth Bingham (SEAL)



NORTH CAROLINA, Surry County.

I, a Notary Public of the County and State aforesaid, certify that Ray D. Collins, legally separated; Max Bingham Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26th day of June 19 95. My commission expires: 5/28/97 Susan L. Jordan Notary Public

NORTH CAROLINA, Henrico Virginia County.

I, a Notary Public of the County and State aforesaid, certify that Ruth Bingham Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of June 19 95. My commission expires: 4/98 Rogly Harris Notary Public

The foregoing Certificate(s) of Susan L. Jordan N.P. of Surry & Rogly Harris N.P. of Va

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR COUNTY
By Catelyn M. Coma Deputy/Assistant - Register of Deeds

14.00

RB 585 0328

## EXHIBIT "A"

BEGINNING at a found iron which is located at or near the common corner of the Joyce S. Watson property (DB 404, Pg. 926) and the Douglas E. Hammaker property (DB 371, Pg. 134); runs thence from said beginning point South 86 degs. 15' 23" East, crossing a 70' access easement, 1,970.08 feet to a found, a corner of the Jimmy G. Quesenberry property (DB 380, Pg. 552) and at a point in the line of the Rural Acreage, Inc. property (DB 364, Pg. 497); thence on a line with Rural Acreage, Inc. eight (8) courses and distances: North 5 degs. 06' 14" West 665.58 feet to a placed iron; thence North 2 degs. 29' 55" West 588.75 feet to a found iron; North 51 degs. 52' 52" West 473.20 feet to a found iron; North 00 degs. 03' 21" East 315.70 feet to a found iron; North 19 degs. 43' 19" East 319.02 feet to a found iron; South 89 degs. 32' East 96.88 feet to a placed iron; North 02 degs. 22' 33" East 161.78 feet to a found iron; and North 87 degs. 28' 04" East 331.33 feet to a found iron, common corner of Rural Acreage, Inc. and Thomas Hollingsworth (DB 518, Pg. 1403); thence with the Hollingsworth property line two (2) courses and distances: North 46 degs. 08' 50" East 376.41 feet to a 14" marked black pine, and North 35 degs. 38' 50" East 221.03 feet to a placed iron, common corner of the property now or formerly owned by Blanche Smith (DB 306, Pg. 980, and DB 22, Page 560) and Thomas Hollingsworth; thence with the Smith property line ~~the following twenty (20) courses and distances:~~ South 22 degs. 14' 13" East 279.17 feet to a point in the centerline of a hollow, South 34 degs. 35' 03" East 112.35 feet to a point in the centerline of a hollow, South 49 degs. 16' 57" East 118.90 feet to an iron pin in a branch, South 35 degs. 43' 33" East 201.25 feet to an iron pin in branch, South 55 degs. 06' 09" East 134.38 feet to an iron pin in branch, South 36 degs. 22' 37" East 157.45 feet to a point in branch, South 49 degs. 11' 01" East 147.34 feet to a point in branch, South 46 degs. 56' 28" East 152.38 feet to a point in branch, South 33 degs. 54' 56" East 83.86 feet, South 43 degs. 47' 06" East 122.97 feet, South 52 degs. 16' 21" East 81.65 feet to mouth of branch, North 63 degs. 09' 53" East 105.84 feet to an iron pin placed in the centerline of road and hollow, North 79 degs. 36' 00" East 134.05 feet to an iron pin in hollow, North 72 degs. 29' 50" East 102.05 feet to iron in hollow, South 65 degs. 23' 25" East 209.55 feet to a found iron, South 61 degs. 41' 32" East 107.18 feet to an iron pin in hollow, South 66 degs. 00' 06" East 212.65 feet to an 8" chestnut at hollow, North 19 degs. 40' 56" East, a total of 1,035.45 feet to a chestnut, South 86 degs. 12' 57" East 231.00 feet to a found iron, North 13 degs. 17' 09" East 1,052.88 feet to chestnut stumps on top of ridge, corner for Mrs. H. V. Douglas (DB 190, Pg. 276) and at a point in the Cosby Golding Heirs property (DB 146, Pg. 532); thence on a line with the Cosby Golding Heirs and then with the Charles Golding property (DB 473, Pg. 401) South 06 degs. 18' 58" East 1584.93 feet to a placed iron, corner of the Charles Golding property; thence South 54 degs. 00' 56" East 1,362.50 feet to a placed iron; thence on seven (7) new courses and distances for the Grantor South 44 degs. 55' 32" West, passing over an iron placed on line at 1,165.29 feet, a total of 1,665.29 feet to a placed iron, South 60 degs. 00' 00" West, passing over an iron placed on line at 470.00, a total of 484.78 feet to a point in the centerline of a 70 foot access easement; thence North 67 degs. 04'

41" West 141.34 feet, North 79 degs. 17' 13" West 65.85 feet, South 86 degs. 32' 56" West 66.14 feet, South 79 degs. 09' 13" West 33.23 feet to a point; thence South 16 degs. 49' 08" West 1,492.39 feet to a point, a corner of the Joyce S. Watson property (DB 404, Pg. 926); thence with the Watson line two (2) courses and distances: North 3 degs. 03' 01" West 1748.56 feet to a point in the center of an access easement; thence continuing North 3 degs. 03' 01" West 118.07 feet to the point of Beginning, containing 208.3176 acres as per the survey for Paul Smith prepared by Dalton-Walker Associates dated May 22, 1995.

Also conveyed herewith is a non-exclusive perpetual right of way and easement, the first 64.24 feet of which is the center line of an existing roadway, which roadway is approximately 15 to 20 feet in width, the remainder of the easement being 70 feet in width, the center line of which easement is more specifically described as follows:

BEGINNING at a point which is located near the edge of Flippen Road (NCSR-1607), said beginning point being the centerline of an existing roadway which beginning point is located slightly West of the Southeast corner of the J. D. Hall property; runs thence from said beginning point the following twenty-nine (29) courses and distances: North 20-13-25 West 64.24 feet, North 31-04-44 West 204.43 feet, North 32-48-48 West 93.66 feet, North 50-53-02 West 74.14 feet, North 67-01-21 West 159.48 feet, South 79-30-11 West 38.71 feet, South 54-38-16 West 81.05 feet, North 87-41-47 West 37.77 feet, North 52-35-03 West 29.11 feet, North 25-15-46 West 29.53 feet, North 2-33-43 West 55.19 feet, North 5-31-38 East 48.69 feet, North 12-37-37 East 72.00 feet, North 16-45-19 East 213.15 feet, North 04-44-12 East 45.45 feet, North 11-01-01 West 36.27 feet, North 21-54-39 West 56.00 feet, North 28-37-27 West 258.87 feet, North 04-10-51 West 58.82 feet, North 06-54-02 West 125.67 feet, North 26-02-21 West 130.54 feet, North 31-33-25 West 205.23 feet, North 18-09-48 West 87.20 feet, and North 31-04-39 West 132.93 feet, North 67-04-41 West 141.34 feet, North 79-17-13 West 65.85 feet, South 86-32-56 West 66.14 feet, South 79-09-13 West 33.23 feet, and North 72-41-18 West 37.35 feet to a point near the Eastern boundary of the above described property.

The parties hereto acknowledge that this is a non-exclusive, perpetual right of way and easement, is appurtenant to, runs with the land, and may be used by the Grantees, their heirs, assigns, or successors in interest, in common with the Grantors, their heirs, assigns, or successors in interest for purposes of ingress, egress, and regress, and may also be used for purposes of locating and installing utilities, including but not limited to gas, water, sewer, electrical, and telephone services. The parties hereto agree that the Grantors shall have no responsibility for the upkeep of this roadway unless used by the Grantors or his heirs, assigns, or successors in interest and the parties further agree that all utilities, if any, which are located with the right of way may be either above or under ground.

Prepared By: Carl E. Bell, Attorney

NORTH CAROLINA,

RIGHT OF WAY AGREEMENT

SURRY COUNTY.

~~THIS RIGHT OF WAY AGREEMENT made and entered into as of this 16th day of June, 1995, by and between JOYCE WATSON CAVE and husband, FRANKLIN BRITT CAVE, and DOUGLAS E. HAMMAKER and wife, MELICENT S. HAMMAKER of Surry County, North Carolina, hereinafter referred to as parties of the first part; and, RAY D. COLLINS, legally separated, and MAX C. BINGHAM and wife, RUTH BINGHAM of Surry County, North Carolina, hereinafter referred to as parties of the second part;~~

## W I T N E S S E T H:

THAT, WHEREAS, the parties of the first part are the owners of certain tracts or parcels of land lying and being in Stewarts Creek Township, Surry County, North Carolina, with the Watson property being described in Deed Book 404, Page 926 and the Hammaker property being described in Deed Book 371, Page 134, Surry County Registry.

AND, WHEREAS, the parties of the second part are the owners of a certain tract or parcel of land lying and being in Stewarts Creek, Surry County, North Carolina, and being described in Deed recorded in Record Book 530, Page 1319, Surry County Registry.

AND, WHEREAS, the property of the parties of the second part is afforded access by a roadway over and upon the property of the parties of the first part.

AND, WHEREAS, the parties of the second part have requested and the parties of the first part have agreed to convey unto the parties of the second part a non-exclusive perpetual right of way and easement for ingress, egress and regress to and from the ~~property of second part.~~

NOW, THEREFORE, for and in consideration of the recitals herein set forth and other good and valuable considerations the legal existence and sufficiency of which is acknowledged, the parties of the first part do hereby bargain, sell, and convey unto the parties of the second part, their heirs, assigns or successors in interest, a non-exclusive perpetual right of way and easement 70 feet in width, the centerline of which is described as follows:

RB 585 0324

Beginning at a point which is located South 3 degs. 03' 01" East 118.07 feet from a found iron located at or near the common corner of Joyce S. Watson (Book 404, Pg. 926) and Douglas E. Hammaker (Book 371, Pg. 134); runs thence from said Beginning point crossing the Watson property and then the Hammaker property the following nine (9) courses and distances: North 49 degs. 12' 15" West 73.39 feet, North 53 degs. 45' 34" West 59.33 feet, North 86 degs. 58' 21" West 32.50 feet, South 77 degs. 44' 17" West 43.87 feet, South 68 degs. 06' 33" West 90.87 feet, South 78 degs. 01' 54" West 77.24 feet, North 84 degs. 37' 23" West 51.18 feet, North 54 degs. 06' 55" West 53.81 feet, and North 26 degs. 16' 47" West 30.35 feet to an iron placed in the centerline of the road and at a point in the line of the Hammaker property and the line of the property of parties of the second part.

The parties hereto acknowledge that this is a non-exclusive, perpetual right of way and easement, is appurtenant to, runs with the land, and may be used by the Grantees, their heirs, assigns, or successors in interest, in common with the Grantors, their heirs, assigns, or successors in interest for purposes of ingress, egress, and regress, and may also be used for purposes of locating and installing utilities, including but not limited to gas, water, sewer, electrical, and telephone services. The parties hereto agree that the Grantors shall have no responsibility for the upkeep of this roadway unless used by the Grantors or his heirs, assigns, or successors in interest and the parties further agree that all utilities, if any, which are located within the right of way may be either above or under ground.

IN TESTIMONY WHEREOF, the parties have hereunto set their hand and seals, the day and year first above written.

Joyce Watson Cave (SEAL)  
JOYCE WATSON CAVE

Franklin Britt Cave (SEAL)  
FRANKLIN BRITT CAVE

Douglas E. Hammaker (SEAL)  
DOUGLAS E. HAMMAKER

Mellicent S. Hammaker (SEAL)  
MELICENT S. HAMMAKER

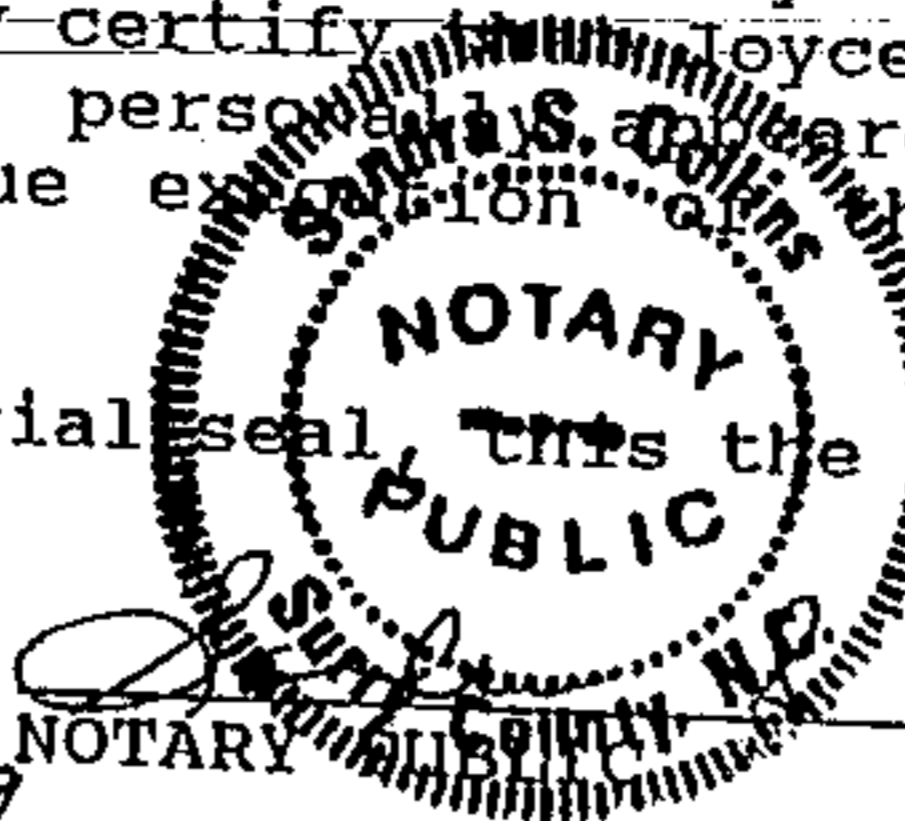
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STATE OF NORTH CAROLINA,  
COUNTY OF SURRY.

I, Sandra J Collins, a Notary Public in and  
for said County and State do hereby certify that Loyce Watson Cave  
and husband, Franklin Britt Cave, personally appeared before me  
this day and acknowledged the due execution of the foregoing  
agreement.

Witness my hand and notarial seal, this the 16 day  
of June, 1995.



My Commission Expires: 9, Aug 1999

STATE OF NORTH CAROLINA  
COUNTY OF SURRY

I, Verona C. Heatt, a Notary Public in and  
for said County and State, do hereby certify that Douglas E.  
Hammaker and wife, Melicent S. Hammaker, personally appeared before  
me this day and acknowledged the due execution of the foregoing  
agreement.

Witness my hand and notarial seal, this the 19 day  
of June, 1995.

Verona C. Heatt  
Notary Public



My Commission Expires: May 16, 1996

STATE OF NORTH CAROLINA, COUNTY OF SURRY

The foregoing or following certificate(s) of Sandra Collins  
N.P. of Surry + Verona  
C. Heatt

FILED

'95 JUN 30 P3:09

(are) certified to be correct.

DENNIS W. "BUD" CAMERON  
REGISTER OF DEEDS

BY: Dennis W. Cameron  
Assistant-Deputy

DENNIS W "BUD" CAMERON  
REGISTER OF DEEDS  
SURRY COUNTY, N.C.

Dennis W. Cameron