

REGISTERED

'98 FEB 20 A10:39

BUNCOMBE COUNTY NC 02/20/98
7 \$148.00

STATE OF NORTH CAROLINA Real Estate Excise Tax

Excise Tax \$148.00

Recording Time, Book and Page

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

Mail after recording to George W. Saenger, Adams Hendon Carson Cow E Saenger

This instrument was prepared by Joseph C. Reynolds, Atty. at Law, 14 Oakwilde Drive, Asheville, NC, 28803

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20 th day of February, 19 98, by and between

GRANTOR

STEPHEN H. COLE and wife,
MARSHA B. COLE

345 Racquet Club Road
Asheville, NC 28803

GRANTEE

RICHARD W. BOCK and wife,
JENNIFER W. BOCK

13 Griffing Boulevard
Asheville, NC 28804

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, Limestone Township, Buncombe County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED

000656

EXHIBIT A

BEGINNING at a point in the center of Dingle Creek, said point being the northwest corner of the Littleton property, recorded in Deed Book 1437, Page 32, Buncombe County Registry and from said beginning point and with the center of Dingle Creek eight calls as follows: North 63° 13' 38" West 20.00 feet; North 53° 58' 27" West 32.59 feet; North 70° 52' 39" West 75.66 feet; South 59° 48' 49" West 19.34 feet; South 72° 18' 15" West 20.01 feet; South 81° 01' 55" West 40.46 feet; North 74° 46' 38" West 60.39 feet; North 66° 20' 36" West 34.48 feet; thence with Stephen B. Cole's east line South 15° 58' 12" East 228.10 feet to a stake; thence continuing with Stephen B. Cole's line and the north line of the former Jorgensen property, Deed Book 1469, Page 209, South 86° 40' 21" East 149.30 feet to Littleton's line; thence with Littleton's west line North 22° 32' 41" East 181.27 feet to the point of BEGINNING.

Said property being known as Lot No. 4 on a survey entitled "Barbara B. Cole" prepared by Webb A. Morgan & Associates, R.L.S., dated October 1, 1985, consisting of 1.00 acres.

RESERVING a 30-foot right-of-way for the sole benefit of the property now owned by Stephen H. Cole and wife, Marsha B. Cole lying to the south and west of the property herein conveyed, the center of said 30-foot right-of-way being described as follows: Beginning at the stake in the center of the proposed 30-foot right-of-way located in Littleton's line, said beginning point lying South 22° 32' 41" West 34.38 feet from the northeast corner of Littleton as described in Deed Book 1437, Page 32, Buncombe County Registry and continuing thence with North 59° 23' 09" West 51.37 feet; North 64° 53' 21" West 31.71 feet; North 76° 46' 45" West 17.00 feet; South 76° 35' 36" West 37.37 feet; South 49° 41' 41" West 90.63 feet; South 49° 09' 08" West 27.37 feet; South 44° 54' 46" West 15.78 feet to a point in the common boundary between the Grantor and Grantee herein.

The parties agree that included in the above description is all of the Grantor's right and interest in the right-of-way across the Littleton property described in Deed Book 1437, Page 32, Buncombe County Registry, together with the right-of-way along the eastern edge of Littleton's property running across Dingle Creek and onto Hendersonville Road. Grantee shall have the right to run any and all utility lines within said rights-of-way.

The following terms and conditions shall apply to this conveyance of the property by Stephen H. Cole and wife, Marsha B. Cole to Richard W. Bock and wife, Jennifer W. Bock. These conditions shall apply to the land retained by Stephen H. Cole and wife, Marsha B. Cole.

1. Grantor herein reserves across the property conveyed to Grantee a 15-foot wide easement to cover the existing septic drainfield now located on the Grantee's property. This drainfield runs along the eastern margin of the existing gravel road that runs across the Grantee's property and services the balance of the Grantor's property. The center line of the easement shall be the actual location of the drainfield. The easement shall lie 7 1/2 feet on either side for the length of the existing drain line. The Grantor reserves the right and obligation to maintain the drain line according to environmental health standards. If Grantor fails to maintain the line, Grantee may, at their option, terminate this easement and remove the drainfield or repair the drainfield, being reimbursed for the costs of said repair by the Grantor. In the event the

(ATTACHMENT)

Grantor enters upon the property of Grantee for the purpose of repairing the drainfield, the Grantor must return the property after repair to its prior condition.

2. Notwithstanding the reservation of the easement in Paragraph 1 above, the Grantee has the right to terminate the drainfield easement provided that the Grantee must provide legal access and pay for the cost of installation of a sewer line from the residence of the Grantor to a public sewer line. Access to a public sewer line must meet applicable health code standards but may run through other private sewer lines.

3. Grantor and Grantee agree that the existing roadway located within the 30-foot right-of-way reserved herein now running from the property of Littleton described in Deed Book 1437, Page 32, in a westerly direction over the property of Grantee to the residence on the property of Grantor shall be and remain a private roadway servicing only the residences on the property of Grantor and Grantee. Neither Grantor nor Grantee shall have the right to grant any additional burden on this roadway other than to service the one residence on the property of Grantor and the one residence to be constructed on the property of Grantee. The roadway running within the 30-foot easement shall be maintained as a well-drained gravel road. The maintenance of the roadway shall be borne one half (1/2) by Grantor and Grantee for that portion of the roadway running from the beginning of the private drive on the property of Littleton and running onto the property of Grantee to the point where Grantee terminates his use of the roadway. The Grantor shall pay the entire cost of maintenance for that portion of the roadway used only by the Grantor. The private roadway will be paved only upon the consent of both Grantor and Grantee or their heirs, successors and assigns.

4. Grantor herein specifically waives any right to enforce the setback lines in Paragraph VII of the Restrictive Covenants recorded in Deed Book 1133, Page 249. Grantor acknowledges that Grantee, their successors and assigns may erect a personal residence otherwise in compliance with the Restrictive Covenants and not be bound by the setback line that does not permit the construction of any structure nearer than 50 feet from the center of any road used as a common road with or by other landowners. It is specifically acknowledged by the Grantor that the 50-foot setback shall not apply to the Grantee and the 30-foot reserved right-of-way which is the access to the Grantor's property. The 10-foot setback from side lot lines shall apply and all remaining restrictive covenants shall be applicable to the Grantee's property.

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:

See attached Exhibit "A"

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)

USE BLACK INK ONLY

Stephen H. Cole
STEPHEN H. COLE (SEAL)

By:

Marsha B. Cole
MARSHA B. COLE (SEAL)

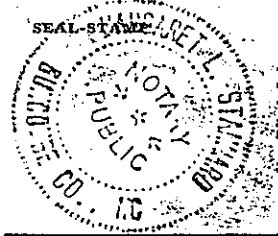
.....
President

ATTEST:

..... (SEAL)

.....
Secretary (Corporate Seal)

..... (SEAL)



NORTH CAROLINA, Buncombe County.

I, a Notary Public of the County and State aforesaid, certify that STEPHEN H. COLE and MARSHA B. COLE Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of February, 1998.

My commission expires: 04/09/2002 Margaret L. Stannard Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____

personally came before me this day and acknowledged that _____ he is _____ Secretary of

_____ a North Carolina 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 _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

The foregoing Certificate(s) of Margaret L. Stannard

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.

By Olth. W. De Bunkle REGISTER OF DEEDS FOR Buncombe COUNTY

By Gane E. Meyer Deputy/Assistant Register of Deeds