

BK 2082 PG 745

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

AGREEMENT FOR RECONVEYANCE AND
SUBSTITUTION OF RIGHTS OF WAY

REGISTERED
1999 MAR 22 12:08
REGISTER OF DEEDS
BUNCOMBE COUNTY, N.C.

THIS AGREEMENT, made and entered into this the ____ day of February, 1999, by and among David L. Bornman, III and wife, Kemper L. Bornman, of Buncombe County, North Carolina, Parties of the First Part, hereinafter sometimes referred to as "Bornmans", Kenneth M. Murchison and wife, Eloise M. Murchison, of Baton Rouge, Louisiana, Parties of the Second Part, hereinafter sometimes referred to as "K&E Murchison", Duncan Cameron Murchison, Jr. and wife, Joan H. Murchison, of Decatur, Georgia, Parties of the Third Part, hereinafter sometimes referred to as "D&J Murchison", and Wm. Michael Begley, Trustee, hereinafter sometimes referred to as "Trustee". The designation Parties of the First Part, Parties of the Second Part, Parties of the Third Part, Bornmans, K&E Murchison, D&J Murchison, and Trustee 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:

WHEREAS, Bornmans warrant that they are owners of Parcel #1, consisting of 3.031 acres, as shown on plats duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 70, Page 15 and Plat Book 70, Page 85, reference to which said plats is hereby made for a more particular metes and bounds description of said tract of land, said parcel being hereinafter sometimes referred to as the "Bornman Tract"; and

WHEREAS, K&E Murchison warrant that they are owners of Parcel #2, consisting of 1.00 acres, as shown on plats recorded in Plat Book 70, Page 15 and Plat Book 70, Page 85, by Deed recorded in the Buncombe County, N.C. Registry in Deed Book 2028, Page 303, said parcel being hereinafter sometimes referred to as the "K&E Murchison Tract"; and

WHEREAS, D&J Murchison warrant that they are owners of Parcel #3, consisting of 1.00 acres, as shown on plats recorded in Plat Book 70, Page 15 and Plat Book 70, Page 85, by Deed recorded in the Buncombe County, N.C. Registry in Deed Book 2028, Page 306, said parcel being hereinafter sometimes referred to as the "D&J Murchison Tract"; and

WHEREAS, Bornmans intended to convey to K&E Murchison and D&J Murchison a non-exclusive thirty (30) foot right of way as shown on the Plat recorded in Plat Book 70, Page 85; but, instead conveyed the thirty (30) foot right of way shown on the Plat recorded in Plat Book 70, Page 15; and

001951

WHEREAS, the parties hereto desire to reconvey the 30-foot right of way as shown on Plat Book 70, Page 15 and substitute by conveyance the 30-foot right of way shown on Plat Book 70,

PREPARED BY & RETURN TO:
WM. MICHAEL BEGLEY, P.A.

BK 2082 PG 746

Page 85 for the ingress, egress, regress and utilities in connection with the beneficial use and enjoyment of the three (3) tracts hereinbefore set forth.

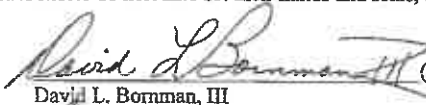
NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the sum of Ten Dollars (\$10.00) in hand paid by each of the parties to the other, the receipt and adequacy of which is hereby acknowledged, the parties do hereby agree as follows:

1. K&E Murchison and D&J Murchison hereby convey to Bornmans all of their right, title and interest in and to the thirty (30) foot non-exclusive right of way as shown on Plat Book 70, Page 15.

2. Bornmans hereby convey to K&E Murchison and D&J Murchison a non-exclusive thirty (30) right of way as shown on Plat Book 70, Page 85 for purposes of ingress, egress, regress and utilities to and from the K&E Murchison Tract and the D&J Murchison Tract and Old North Fork Road (SR 2474), together with all benefits and subject to all burdens which were otherwise applicable to the previously conveyed right of way.


3. The parties hereto ratify all terms and provisions of the Right of Way and Road Maintenance Agreement dated May 31, 1998, recorded in the Buncombe County, N.C. Registry in Deed Book 2030, Page 546, wherein the right of way is correctly described in reference to Plat Book 70, Page 85.

IN WITNESS WHEREOF, the parties hereto do hereunto set their hands and seals, the day and year first above written.

 (SEAL)
David L. Bornman, III

 (SEAL)
Kenneth L. Bornman

 (SEAL)
Kenneth M. Murchison

 (SEAL)
Eloise M. Murchison

 (SEAL)
Duncan Cameron Murchison

 (SEAL)
Joan H. Murchison

BK 2082 PG 747

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Rose B. Johnson, a Notary Public of said State and County, do hereby certify that DAVID L. BORNMAN, III and wife, KEMPER L. BORNMAN personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 19th day of ^{March} ~~February~~, 1999.

My Commission Expires:
October 14, 2002

Rose B. Johnson
Notary Public



STATE OF LOUISIANA

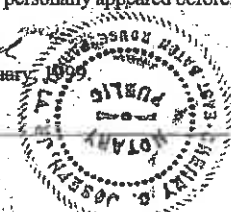
PARISH OF EAST BATON ROUGE

I, Cherney C. Joseph, a Notary Public of said State and County, do hereby certify that KENNETH M. MURCHISON and wife, ELOISE M. MURCHISON personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 1 day of ^{March} ~~February~~, 1999.

My Commission Expires:
at death

Cherney C. Joseph
Notary Public



STATE OF GEORGIA

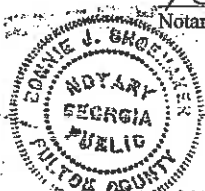
COUNTY OF FULTON

I, Bonnie J. Shoemaker, a Notary Public of said State and County, do hereby certify that DUNCAN CAMERON MURCHISON and wife, JOAN H. MURCHISON personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 9th day of ^{March} ~~February~~, 1999.

My Commission Expires:
May 5, 2001

Bonnie J. Shoemaker
Notary Public



Notary Public, Fulton County, Georgia
My Commission Expires May 5, 2001

State of North Carolina, County of Buncombe

Each of the foregoing certificates, namely of

Rose B. Johnson,

a notary or Notaries public of the State and County designated is hereby certified to be correct.

Filed for registration on this the 22 day of March

19 99 at 12:08 P.M.

OTTO W. DeBRUHL
Register of Deeds, Buncombe County

OT D. Gaddy
By OT D. Gaddy Deputy/Register of Deeds

BK 2030 PG 548

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, a Notary Public of said State and County, do hereby certify that DAVID L. BORNMAN, III and wife, KEMPER L. BORNMAN personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 2nd day of June, 1998.

My Commission Expires:
October 14, 2002

Rose B. Johnson
Notary Public



STATE OF LOUISIANA

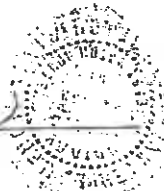
PARRISH OF East Baton Rouge

I, a Notary Public of said State and County, do hereby certify that KENNETH M. MURCHISON and wife, ELOISE M. MURCHISON personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 9TH day of JUNE, 1998.

My Commission Expires:
at death

Warren L. Mengis
Notary Public



STATE OF GEORGIA

COUNTY OF Fulton

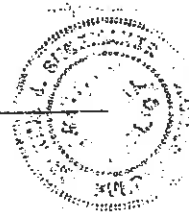
I, a Notary Public of said State and County, do hereby certify that DUNCAN CAMERON MURCHISON and wife, JOAN H. MURCHISON personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 1st day of June, 1998.

My Commission Expires:
May 5, 2001

Bonnie J. Shoemaker
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires May 5, 2001



State of North Carolina, County of Buncombe Rose B. Johnson, Warren L. Mengis,
Each of the foregoing certificates, namely of Bonnie J. Shoemaker

a notary or Notaries public of the State and County designated is hereby certified to be correct.

Filed for registration on this the 16 day of June, 1998 at 10:48 A.M.

Otto W. DeBruhl
OTTO W. DEBRUHL
Register of Deeds, Buncombe County

By: Sharon C. Taylor
By: Asst./Deputy/Register of Deeds

BK 2030 PG 546

STATE OF NORTH CAROLINA REGISTERED

RIGHT OF WAY AND ROAD
MAINTENANCE AGREEMENT

COUNTY OF BUNCOMBE 98 JUN 16 10:48

THIS AGREEMENT, made and entered into this the 31st day of May, 1998 by and among David L. Bornman, III and ~~David L. Bornman~~, of Buncombe County, North Carolina, Parties of the First Part, hereinafter sometimes referred to as "Bornmans", Kenneth M. Murchison and wife, Eloise M. Murchison, of Baton Rouge, Louisiana, Parties of the Second Part, hereinafter sometimes referred to as "K&E Murchison", and Duncan Cameron Murchison and wife, Joan H. Murchison, of Decatur, Georgia, Parties of the Third Part, hereinafter sometimes referred to as "D&J Murchison". The designations Parties of the First Part, Parties of the Second Part, Parties of the Third Part, Bornmans, K&E Murchison, and D&J Murchison 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

WHEREAS, K&E Murchison warrant that they are the owners of Tract 2, consisting of 1.00 acres, as shown on a plat duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 70, Page 85, reference to which said Plat is hereby made for a more particular metes and bounds description of said tract of land, said tract being hereinafter sometimes referred to as the "K&E Murchison Tract"; and

WHEREAS, D&J Murchison warrant that they are the owners of Tract 3, consisting of 1.00 acres, as shown on a plat duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 70, Page 85, reference to which said Plat is hereby made for a more particular metes and bounds description of said tract of land, said tract being hereinafter sometimes referred to as the "D&J Murchison Tract"; and

WHEREAS, Bornmans warrant that they are the owners of Tract 1, consisting of 3.031 acres, as shown on a plat duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 70, Page 85, reference to which said Plat is hereby made for a more particular metes and bounds description of said tract of land, said tract being hereinafter sometimes referred to as the "Bornman Tract"; and

WHEREAS, a non-exclusive thirty (30) foot right of way shown on said plat has been conveyed by Bornmans for ingress, egress, regress, and utilities to benefit Tracts 2 and 3, and the parties hereto desire to set forth their respective duties and obligations for shared road maintenance.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of Ten Dollars (\$10.00) paid by each of the parties to the other, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

001154

BK 2030 PG 547

1. The roadway within the aforesaid right of way shall be maintained in a gravel surface condition, free of ruts and potholes, suitable for all-weather travel by two-wheel drive vehicles.

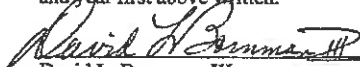
2. From the Northwestern terminus of the course and distance shown upon said plat to be "North 44 deg. 50' 27" West 92.12 feet", the cost of further building the private road shall be shared equally between the owners of Tracts 2 and 3.

3. Unless otherwise agreed by the parties, and for so long as he shall be willing and able to do so, David L. Bornman shall maintain the roadway or provide for its maintenance and shall submit a statement to other owners for their prorated share of the cost of such maintenance: provided, however, he shall have no responsibility for any section of newly constructed roadway until such construction shall have been completed and in good repair by the standard set forth in the preceding paragraph 1.

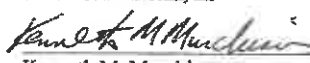
4. All expenses for road maintenance shall be allocated equally among the three owners of Tracts 1, 2, and 3 respectively; provided, however, at such later time as Bornmans or their successor shall separately convey any portion of Tract 1 to another owner, such expenses thereafter shall be allocated equally among all owners.

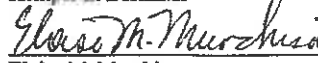
5. The benefits and the burdens of the right of way herein granted shall be appurtenant to and run with the title to Tracts 1, 2, and 3.

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


 (SEAL)
David L. Bornman, III

 (SEAL)
Kemper L. Bornman

 (SEAL)
Kenneth M. Murchison

 (SEAL)
Eloise M. Murchison

 (SEAL)
Duncan Cameron Murchison, Jr.

 (SEAL)
Joan H. Murchison