

2024000301

CLAY COUNTY NC FEE \$26.00
STATE OF NC REAL ESTATE EXTX
\$28.00
PRESENTED & RECORDED
02/14/2024 10:00:24 AM
ANGELA SHOOK
REGISTER OF DEEDS
BY: ASHLEY KILLIAN
ASSISTANT
BK: CRP 481
PG: 393 - 393

**TAX
OFFICE**

Re : \$28.00 (For Recording Data)

Parcel Identifier/Tax Account/PIN No.: 541800187335 and 541800187579

Brief Description for the Index: Lot 19 and Lot 20

Prepared by: Edward W. Scarboro, Jr., Attorney at Law

Return to: Grantee

Property Address:

All or a portion of this property _____ was or was not used as the primary residence of the Grantor.

NORTH CAROLINA GENERAL WARRANTY DEED

This Deed is made as of this the 6 day of Jan. 2024, by and between **GARY R. ICKES, UNMARRIED** with a mailing address of 16359 HONEY ROAD, SUMMERDALE, AL. 36580 ("Grantors") and **TORTOISE VENTURES, LLC, an Indiana Limited Liability Company** with a mailing address of 7630 HOHMAN AVENUE, MUNSTER, IN. 46321 ("Grantee").

For valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor has and by these presents does hereby grant, bargain, sell and convey unto Grantee in fee simple absolute all of that certain lot, parcel of land or unit of ownership (the "Premises") located in CLAY County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR TRACT 1 AND TRACT 2

submitted electronically by "Scarboro Law Office" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Clay County Register of Deeds.

ALSO, BEING the same Premises conveyed to Grantor by deed recorded in **Book 224 page 78**
AND Book 300 Page 217, CLAY County Registry.

TO HAVE AND TO HOLD all of that interest in the Premises and all privileges and appurtenances thereto belonging to Grantee in fee simple absolute.

And Grantor covenants with 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, and valorem taxes for the year 2024 and subsequent years, easements, restrictions and rights of way of record, if any, affecting the Property herein described; and utility lines, easements and rights of way located over, under or upon the subject property.

The designation of Grantor and Grantee as used in this Deed includes the parties expressly named herein, their heirs, successors, and assigns and shall include the singular, plural, masculine, feminine or neuter as required by context.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals all as of the day and year first above written.

Gary R Ickes (SEAL)
GARY R. ICKES

STATE OF Alabama
COUNTY OF Baldwin

I, a Notary Public of Baldwin County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: GARY R. ICKES

Date: 6th of January 2024
(SEAL)

Veronique Prince Lewis
Printed Name of Notary: Veronique Prince Lewis
Notary Public
My commission expires: May 11, 2027



NOTARY SEAL PRESENT
BUT NOT REPRODUCIBLE

SCHEDULE "A" - TRACT 1 - LOT 19

All that certain tract or parcel of land containing 0.69 acres, more or less, designated as Lot 19 of Royal Oaks Subdivision, Brasstown Township, Clay County, North Carolina, and being more particularly described according to a plat of survey dated February 19, 1988, revised May, 1988, by Donald L. Cordell, R.L.S., and from said plat described as follows:

BEGINNING on an iron pin set at the intersection of marked lines, said beginning corner being situate in the East boundary line of the Royal Oaks Subdivision, and runs thence with an old marked line and with a line common to lands owned now or formerly by Anderson, S 01-37 E 222.32 feet to an iron pin, the Southeast corner of the herein described lot and the Northeast corner of Lot 6; thence running with a line common to Lot 6 S 87-18-25 W 143.89 feet to a point in the centerline of an existing subdivision access road, the Southwest corner of the herein described lot; thence running with the centerline of said road, N 19-24 E 142.73 feet, N 01-15 E 96.82 feet, and N 07-04 E 66.50 feet to a point in said road centerline, the Northwest corner of the herein described lot and the Southwest corner of Lot 20; thence turning and leaving said road and running with a line common to Lot 20 S 89-27-03 E 98.50 feet to an iron pin, the Northeast corner of the herein described lot and the Southeast corner of Lot 20; thence running with an old marked line S 15-24 W 70.0 feet to the BEGINNING.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right-of-way and easement over and across the existing subdivision access road, the centerline of which forms the West boundary line of the above described lot, said right-of-way and easement being 40 feet in width, 20 feet on each side of the centerline thereof and which leads to the existing access road which leads from Royal Oaks Subdivision to N.C.S.R. #1101, and over and across said existing access road which leads from Royal Oaks Subdivision to said state road, said road being 20 feet in width, 10 feet on each side of the centerline thereof, for the purposes of ingress, egress, and regress from the above described lot to N.C.S.R. #1101.

EXCEPTING AND RESERVING from this conveyance is a non-exclusive, perpetual right-of-way and easement 40 feet in width, 20 feet on each side of the centerline thereof over and across the existing subdivision access road, the centerline of which forms the West boundary line of the above described lot, so as to provide ingress, egress, and regress from the remaining appurtenant lands of Grantors to the public road.

THIS CONVEYANCE IS SUBJECT TO the right-of-way and easement in favor of Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 138, Page 236, Clay County Registry.

THIS CONVEYANCE IS SUBJECT TO that certain subdivision water agreement between Gene W. Sneed and wife, Mary Ann Sneed and Roger K. Miller and wife, Katie M. Miller as recorded in Deed Book 151, Page 139, Clay County Registry.

THIS CONVEYANCE IS SUBJECT TO that certain water rights deed in favor of Roger K. Miller and wife, Katie M. Miller as recorded in Deed Book 151, Page 138, Clay County Registry.

EXCEPTING AND RESERVING from this conveyance is a non-exclusive, perpetual right-of-way and easement 40 feet in width, 20 feet on each side of the centerline thereof over and across the existing access road as recorded in Deed Book 156, Page 217, Clay County Registry.

FOR SOURCE OF TITLE reference Deed Book 217, Page 107, Clay County Registry.

SCHEDULE "A" - TRACT 2 - LOT 20

ALL that certain tract or parcel of land containing 0.52 acres, more or less, designated as Lot 20 of Royal Oaks Subdivision, Brassstown Township, Clay County, North Carolina, and being more particularly described according to a plat of survey dated February 19, 1958, revised May, 1988 and September, 1990, by Donald L. Cordell, R.L.S., and from said plat described as follows:

BEGINNING on an iron pin situate in a line common to lands owned now or formerly by Reese, said beginning corner being the southeast corner of the herein described lot and being situate N 15-24 E 70.0 feet from an iron pin set at the intersection of marked lines and said iron pin set being situate N 01-37 W 1,022.32 feet from a rock corner found situate at the North Carolina - Georgia state line, and runs thence from said BEGINNING corner and with a line common to Lot 19, N 89-27-03 W 98.30 feet to a point in the centerline of an existing subdivision access road; thence running with the centerline of said existing access road, N 07-04 E 70.0 feet, N 07 04 E 60.0 feet and N 20-51 E 86.74 feet to a point in said road centerline; thence turning and leaving said road and running with a line common to Lot 21, S 82-47-46 E 106.74 feet to an iron pin, the Northeast corner of the herein described lot and the Southeast corner of Lot 21; thence running with a line common to lands owned now or formerly by Reese, S 15-24 W 205.0 feet to the BEGINNING.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right-of-way and easement forty (40') feet in width, twenty (20') feet on each side of the centerline thereof, over and across the existing subdivision access roads which serve the lots within the Royal Oaks Subdivision, one of whose centerlines forms the West boundary line of the above described lot and over and across the existing access road which leads from Royal Oak Subdivision to N.C.S.R. #1101, said road having a width of twenty (20') feet, ten (10') feet on each side of the centerline thereof for the purposes of ingress, egress and regress and utilities thereon from the above described lot to the public road.

EXCEPTING AND RESERVING from this conveyance is a non-exclusive, perpetual right-of-way and easement forty (40') feet in width, twenty (20') feet on each side of the centerline thereof, over and across the existing access road, the centerline of which forms the West boundary line of the above described lot so as to provide ingress, egress and regress and utilities thereon from the remaining appurtenant lands of Grantors to the public road, together with the right to lay and maintain water lines within said easement.

THIS CONVEYANCE IS SUBJECT TO the right-of-way and easement for Blue Ridge Mountain EMC as recorded in Deed Book 138, Page 236, Clay County Registry.

THIS CONVEYANCE IS SUBJECT TO the right-of-way and easement for vehicular access over the existing access roads which serve Royal Oaks Subdivision as conveyed to Burke as recorded in Deed Book 156, Page 209, Clay County Registry.

THIS CONVEYANCE IS SUBJECT TO the right-of-way and easement to maintain water lines in favor of Miller as recorded in Deed Book 151, Page 138 and Deed Book 151, Page 139, Clay County Registry.

THIS CONVEYANCE IS SUBJECT TO that certain water agreement between Sneed and Cherokee Well Drilling & Pump Co., Inc., as recorded in Deed Book 174, Page 206, Clay County Registry.

BEING a part of the lands as conveyed in Deed Book 137, Page 190, Clay County Registry.

EXCEPTING AND RESERVING from the above described tract is a ten (10') foot by ten (10') foot area upon which is situate a well together with a non exclusive right-of-way and easement to lay and maintain a water line leading from said well together with the right to maintain a pump in or near said well and to connect the same to utility lines and the right to go upon said lot whenever the same is reasonably necessary for the purpose of inspecting, maintaining and repairing said well, pump and water line.

BEING the same lands conveyed by Kenneth D. Staton to Gary R. Ickes and Marilyn T. Sides by deed dated February 10, 2000, and recorded in Deed Book _____ Page _____, Clay County registry

STATE OF North Carolina

Applicant: Royal Oaks S/D Developer-Gene Sn

Engineer: _____

COUNTY OF Clay Co.

Date: _____

EASEMENT

THIS EASEMENT, for an electric line right-of-way, made and entered into this 9 day of June, 19 88 by and between _____

Gene Sneed

(hereinafter referred to as "Grantor") and BLUE RIDGE MOUNTAIN ELECTRIC MEMBERSHIP CORPORATION, a cooperative corporation (hereinafter called the "Cooperative") whose post office address is P.O. Box 8, Young Harris, Georgia 30582;

WITNESSETH

WHEREAS, the Grantor is the owner of all that certain land situated in Land Lot(s) 1-37, _____ District, _____ Section/ Brasstown Township in said county and state, and more particularly described as follows:

A tract of 36.5 acres, situated on Pinehog Road, in Brasstown Community, Tax Identification Number _____, and being all that land described in that certain deed from Larry Payne to Gene Sneed, recorded in Deed Book 137, Page 190 on March 16 19 88, in the office of the Register of Deeds or Clerk of the Court of Clay County. The description of this property contained in this deed is expressly incorporated herein by reference.

WHEREAS, the Grantor desires to grant to the Cooperative a Forty (40) foot utility easement on the above-described property for the installation and maintenance of its electric and power cables and lines, all of which facilities, other than transformers, special equipment and metering systems, are to be (overhead) (underground);

NOW THEREFORE, in consideration of \$10.00 and other valuable consideration paid by the Cooperative, receipt of which is hereby acknowledged, the Grantor does hereby create and establish a utility easement 40 feet in width, on the above-described property, and a connecting utility easement 40 feet in width over each and every lot as shown on the plat aforesaid, said easement to run from the house to be built on each of said lots to a connection utility easement to be determined during the construction period and to be located and shown on the house location survey to be made on each and every lot.

FURTHER, in consideration of \$10.00 and other valuable consideration paid by the Cooperative, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Cooperative the exclusive right, privilege and easement of right-of-way to construct, operate and maintain its respective (overhead) (underground) electric and power cables, lines, wires, accessories and appurtenances desirable in connection therewith (all of which are hereinafter referred to as "facilities"), on, upon, under and within the aforesaid 40 foot utility easement and 40 foot connection easement.

The Grantor agrees that in the event the dedicated streets, cul-de-sacs or lots are changed or relocated at their request, subsequent to the installation of the utilities of the Cooperative and it is necessary to relocate said lines then the cost of such relocation shall be at the expense of the Grantor.

The facilities installed hereunder shall remain the property of the Cooperative and the Cooperative shall have the right to inspect, rebuild, remove, repair, improve, relocate within the easement above-described, and to make such changes, alterations, substitutions, additions to or extensions of its respective facilities as it may deem advisable, including the right to increase the number of poles, wires, cables or lines; provided, however, that in connection with any such action the Cooperative shall take reasonable precaution not to damage or move the facilities of any other utility.

The Grantor reserves unto himself, his heirs, successors and assigns, the full right to take, use and enjoy the land embraced within this easement in every manner not inconsistent with this grant, including, but not limited to, the specific right to construct driveways, entranceways, and sidewalks upon, over and across said easement and to cross said easement with other utility, water and sewer lines at an angle of not less than 30°.

Provided that the undersigned shall not erect, place or construct any building or other structure, or drill or operate any well, or construct any reservoir, pond or lake or other obstruction within the easement area, or diminish or substantially add to the ground elevation within the easement area.

The rights reserved by the Grantor, his heirs, successors or assigns, shall be subject at all times to the paramount right of the Cooperative to dig up, remove, or destroy any portion of the roadways, driveways, sidewalks, or entranceways crossing said easement, for the purpose of maintaining, inspecting and operating its respective facilities. The Cooperative will not be responsible for replacing gravel disturbed during construction or maintenance of its facilities. The facilities shall be located within said easement so as not to obstruct any driveways, sidewalks or entranceways to the various lots which this easement crosses. Any shrubbery, crops or trees placed in this easement shall be done so at the risk of the property owner and the Cooperative will not be held responsible for damages done to any trees, crops or shrubbery, resulting from the Cooperative having to make excavation or openings in the easement or clearing the right of way of the same. The Grantor agrees that a reasonable time will be given the Cooperative to install its initial facilities prior to the construction of the aforesaid driveways, sidewalks and entranceways to the various lots.

In addition to the foregoing grant, the Grantor hereby grants unto the Cooperative during the period of construction and during any subsequent period in which maintenance, inspection, repairs or reconstruction thereof may be necessary, the right and privilege of using such land abutting on said easement as may be necessary for the purpose of placing thereon materials excavated from said line of easement and for the purpose of bringing upon the said line of construction such machinery, pipes and equipment as may be necessary.

The Grantor covenants that he is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The rights of the parties hereto shall inure and be assignable to their respective successors and assigns.

TO HAVE AND TO HOLD the aforesaid easement, rights and privileges unto the Cooperative, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has 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)

(SEAL)

By: _____
President

Don W. Sney _____
(SEAL)

ATTEST:

Secretary (Corporate Seal)

Patricia Young
Witness

STATE OF North Carolina

COUNTY OF Clay

I, Dinah Ledford Seabolt a Notary Public of the aforesaid County and State do hereby certify that before me personally came this day June 9, 1988 Gene Sneed, Grantor, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 9 day of June, 19 88.

(NOTARY SEAL)

Dinah Ledford Seabolt
Notary Public

My Commission Expires: 3/9/90

Filed for registration on the 9th
day of June 1988 at
2:40 o'clock P. M. and Registered in the
Office of the Register of Deeds for Clay
County, North Carolina in Book No. 138
Page 236
Melissa B. Roach
Register of Deeds

NORTH CAROLINA CLAY COUNTY:
This (signed) certificate(s) of Dinah Ledford Seabolt
is/are of the State & County designated,
is/are dated 9 June, 1988
by Melissa B. Roach
REGISTER OF DEEDS, Clay County, N.C.

This instrument was prepared by NOLAND W. SMITH of the law firm of McKeever, Edwards, Davis and Hays, P.A. Title to the lands and/or interest in lands described herein is not certified unless a separate, written title opinion has been given to, or title insurance obtained for, the Grantees herein by said law firm.

State of North Carolina
County of Clay

TITLE FILE NO. H624

This Indenture, made the 5th day of September, 1990 by and between:

GENE W. SNEED and wife, MARY ANN SNEED

hereinafter called Grantors, and ROGER K. MILLER and wife, KATIE M. MILLER

hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

Witnesseth; That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, (subject to the terms, conditions, covenants, restrictions, exceptions and reservations hereinafter stated, if any), the following particularly described real estate, located in Clay County, North Carolina to-wit:

All that certain tract or parcel of land containing 0.07 acres, more or less, being part of the subdivision known as Royal Oaks, located in Brasstown Township, Clay County, North Carolina, and being bounded on the north by Lot 24 and Lot 22, and on the southwest by Lot 14, on the south by Lot 15 and on the east by Lot 16, and being more particularly described according to a plat of survey by Cordell Land Surveying, Donald L. Cordell, R.L.S., dated September, 1990, and from said plat of survey described as follows:

BEGINNING on an iron pin, said point being a point in common with the lines of Lots 22, 14 and 15, and runs then with the line of Lot 22 N 29-29 E 50.00 feet to a point in the centerline of an access road, being a point in common with Lots 24 and 22; then with the centerline of said access road and the south line of Lot 24 S 23-25 E 19.88 feet and S 80-29 E 17.54 feet to a point in the centerline of said road and being a point in common with the lines of Lots 16 and 24; then turning and leaving said road centerline and with the line of Lot 16 S 61-38 E 19.91 feet; S 27-44 E 38.13 feet and S 83-18 W 12.94 feet to an iron pin set, being a point in common with the lines of Lots 16 and 15; then with the line of Lot 15 S 83-18 W 36.48 feet to an iron pin set and N 53-32 W 44.74 feet to the BEGINNING.

ALSO HEREIN CONVEYED is the right to lay underground pipe from the herein-described parcel of land out to the appurtenant lands of Royal Oaks Subdivision, together with the right to come on and across the said Royal Oaks Subdivision Property for the purpose of maintaining, repairing and supervising upkeep of the herein-described well lot.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right-of-way and easement over and across all subdivision access roads which serve the Royal Oaks Subdivision, for purposes of ingress, egress, regress and utilities thereon from the above-described well lot to the public road.

FOR SOURCE OF TITLE reference Deed Book 137, Page 90, Clay County Registry.

To Have and to Hold the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever, (subject to the terms, conditions, covenants, restrictions, exceptions and reservations hereinabove stated, if any).

And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to the said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof, each 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.

Gene W. Sneed (SEAL)

GENE W. SNEED

Mary Ann Sneed (SEAL)

MARY ANN SNEED

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

SEAL-STAMP

USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of North Carolina, County of ~~Clay~~ Cherokee

NOTARIAL SEAL-STAMP

I, [Signature], a Notary Public of Said State and County, do hereby certify that
(Notary's Name Printed Above)

GENE W. SNEED and wife, MARY ANN SNEED

(NOTARY SEAL) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 6th day of September, 19 90

My commission expires: 6-1-91 [Signature], Notary Public.

NOTARIAL SEAL-STAMP

State of North Carolina, County of Clay

I, _____, a Notary Public of said State and County, do hereby certify that
(Notary's Name Printed Above)

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this _____ day of _____, 19 _____

My commission expires _____, Notary Public.

NOTARIAL SEAL-STAMP

State of _____ County of _____

I, _____, a Notary Public of said State and County, do hereby certify that
(Notary's Name Printed Above)

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this _____ day of _____, 19 _____

My commission expires: _____, Notary Public.

NOTARIAL SEAL-STAMP

State of _____ County of _____

I, _____, a Notary Public of said State and County, do hereby certify that
(Notary's Name Printed Above)

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this _____ day of _____, 19 _____

My commission expires: _____, Notary Public

NOTARIAL SEAL-STAMP

State of _____ County of _____

I, _____, a Notary Public of said State and County, do hereby certify that
(Notary's Name Printed Above)

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this _____ day of _____, 19 _____

My commission expires: _____, Notary Public.

NOTARIAL SEAL-STAMP

State of _____ County of _____

I, _____, a Notary Public of said State and County, certify that
(Notary's Name Printed Above)

_____ personally came before me this day and acknowledged that he is
Secretary of _____, 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 _____ self as its Secretary.

Witness my hand and Notarial Seal, this _____ day of _____, 19 _____

My commission expires: _____, Notary Public

State of North Carolina, County of Clay

Each of the foregoing certificates, namely of Noland W. Smith

a Notary or Notaries Public of the State and County designated, each duly attested by Notarial Seal, is certified to be correct.

This 6th day of September, 19 90

Melissa B. Roach
Register of Deeds, Clay County, N.C.

State of North Carolina
County of Way

GENE W. SNEED
and wife
MARY ANN SNEED

To

ROGER K. MILLER
and wife
KATIE M. MILLER

Deed

Filed for registration on the 14th
day of September, 1990, at
2:55 o'clock P. M., and registered in
the Office of the Register of Deeds for Clay
County, North Carolina in Book No. 151
Page 138
Melba B. Paul
Register of Deeds.

Prepared By
McKeever, Edwards, Davis & Hays, P.A.
Attorneys at Law
514th
714th
P.O. BOX 148
HAYEVILLE, NORTH CAROLINA 28904
PHONE: (704) 389-8033

DEED STAMPS: \$ _____

NORTH CAROLINA

CLAY COUNTY

AGREEMENT

THIS SUBDIVISION WATER AGREEMENT, made and entered into this 5th day of September, 1990, by and between:

GENE W. SNEED and wife, MARY ANN SNEED, hereinafter sometimes designated as "Owners";

and

ROGER K. MILLER and wife, KATIE M. MILLER, hereinafter sometimes designated as "Contractor".

W I T N E S S E T H :

THAT WHEREAS, Gene W. Sneed and wife, Mary Ann Sneed are the owners of a certain subdivision known as Royal Oaks Subdivision, having been conveyed to them by a Deed from Larry Payne and wife, as recorded in Deed Book 137, Page 190, Clay County Registry, reference to which is made hereby for incorporation herein; and

WHEREAS, said Owners have divided said property into lots upon which residences are to be built and sold and some lots having already been sold and said Owners have requested the said Roger K. Miller and wife, Katie M. Miller, to drill a well upon said property to furnish water to the lots in said subdivision, which well shall be drilled on the well lot this day conveyed to Roger K. Miller and wife, Katie M. Miller, by Gene W. Sneed and wife, Mary Ann Sneed, with the understanding that Roger K. Miller and wife, Katie M. Miller, will have the ownership and control of said well and pipelines and will furnish water to the various lots in said subdivision under the terms and stipulations as follows:

NOW, THEREFORE, it is agreed by the Parties:

1. Owners shall simeoultaneously herewith grant, bargain, sell and convey unto the said Contractor the 0.07 acre well lot, together with the right to go upon the various lots within said subdivision to keep and maintain the pipelines installed therein, and the right to make any extensions necessary, together with the right to go upon said property and to have access to the well location and to the pipelines as may be required for the purpose of furnishing water to the various owners in said subdivision;

2. That said Contractor will furnish water to residences upon the various lots within the subdivision in such quantities as they may need. Each lot owner will be obligated to pay the sum of One Hundred (\$120.00) Dollars per year, payable in advance, for water service and by such payments shall be entitled to use at least Four (4,000) Gallons of water per month, he or she shall pay therefrom the sum of Two Dollars Fifty Cents (\$2.50) per thousand above 4,000 gallons payable monthly as billed. Contractor shall have the right to cut off any customer in default. It is contemplated that the said Contractor will operate said well and facilities for an indefinite period. However, if it at any time in the future, decides to no longer operate said system, Contractor agrees to give the Owners first right to take over the system and operate the same thereafter in such manner as they may deem expedient. If the Owners do not desire to take over the said system, the said Contractor agrees to deed the well and facilities and all easements and rights granted hereunder and in said deed from Gene W. Sneed and wife, Mary Ann Sneed to Roger K. Miller and wife, Katie M. Miller, for the 0.07 acre parcel to a property owners association designated by a majority of the owners in the subdivision.

IN WITNESS WHEREOF, the parties hereunto affix their hands and seals, this the day and year first above written.

Gene W. Sneed (SEAL)
GENE W. SNEED

Mary Ann Sneed (SEAL)
MARY ANN SNEED

Roger K. Miller (SEAL)
ROGER K. MILLER

Katie M. Miller (SEAL)
KATIE M. MILLER

STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

I, Notland W. Smith, a Notary Public of said state and county, do hereby certify that GENE W. SNEED and wife, MARY ANN SNEED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 6 day of September, 1990.

My Commission Expires:

Notland W. Smith
Notary Public

6-1-91
(NOTARY SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

I, Noland W. Smith, a Notary Public of said state and county, do hereby certify that ROGER K. MILLER and wife, KATIE M. MILLER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 6 day of September, 1990.
(NOTARY SEAL)

My Commission Expires:

6-1-91

Noland W. Smith
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF CLAY

Each of the foregoing certificates, namely of Noland W. Smith, a Notary or Notaries Public of the state and county designated, each duly attested by Notarial Seal, is certified to be correct.

This 6th day of September, 1990.

Melissa B. Roach
Register of Deeds
Clay County, North Carolina

Filed for registration on the 6th day of September, 1990, at 2:00 o'clock p..m. and registered in the Office of the Register of Deeds for Clay County, North Carolina, in Book 151, Page 139.

Melissa B. Roach
Register of Deeds
Clay County, North Carolina

Book 156 - Pse 2M

Prepared by: MCKEEVER, EDWARDS, DAVIS & HAYS, P.A.

NORTH CAROLINA
CLAY COUNTY

FILE NO. H-624

EASEMENT DEED

THIS DEED, made and entered into this 22nd day of May, 1991,
by and between:

JAMES R. PACKER and wife, LORRAINE M. PACKER,
hereinafter termed PACKER,

and

W.E. BURKE,
hereinafter termed BURKE.

The designation of the Parties to the Easement Deed 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.

W I T N E S S E T H :

THAT WHEREAS, PACKER owns a certain tract or parcel of land situate in Brasstown Township, Clay County, North Carolina, having been conveyed title thereto by Deed dated March 22, 1991, from Stacey L. Packer, Single, to James R. Packer and wife, Lorraine M. Packer, as filed for record in Deed Book 154, Page 74, Clay County, North Carolina Registry, which Deed is referred to hereby for greater certainty of description; and

WHEREAS, BURKE owns a certain tract of land as conveyed by Deed dated December 31, 1980, from Donna S. Beard to W.E. Burke, as filed for record in Deed Book 116, Page 459, of the Office of the Clerk of Superior Court, Union County, Georgia, reference to which is made hereby for incorporation herein; and,

WHEREAS, PACKER desires to convey to BURKE a right-of-way and easement for vehicular ingress and egress over and across the lands of PACKER.

NOW, THEREFORE, PACKER, for and in consideration of the sum of Ten (\$10.00) Dollars paid by BURKE to PACKER, receipt of which is hereby acknowledged, and for other and good valuable considerations, does hereby give, grant and convey unto BURKE a non-exclusive, perpetual right-of-way easement through and across

the lands of PACKER as herein referenced, which right-of-way and easement is conveyed hereby for the use and benefit of the lands of BURKE herein referred to and which is to run with and be appurtenant to the lands herein-described, the situs of the right-of-way being described as:

A non-exclusive, perpetual right-of-way and easement 40 feet in width, 20 feet on each side of the centerline thereof, over and across the existing access road, the centerline of which forms the west boundary line of the land as owned by Packer, said right-of-way being for the purposes of ingress, egress and regress from the lands as owned by Burke to N.C.S.R. #1101.

TO HAVE AND TO HOLD, said right-of-way and easement to BURKE, their heirs and/or successors and assigns in interest forever; it being agreed that the right-of-way and easement granted hereby is appurtenant to and runs with the land now owned by BURKE as herein referenced.

IN WITNESS WHEREOF, the Parties have hereunto set their 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.

James R. Packer (SEAL)
JAMES R. PACKER
Lorraine M. Packer (SEAL)
LORRAINE M. PACKER

STATE OF South Carolina
COUNTY OF Clay

I B. L. Romans, a Notary Public of said state and county, do hereby certify that JAMES R. PACKER and wife, LORRAINE M. PACKER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 2 day of August, 1991.

My Commission expires:
August 20, 1993

B. L. Romans
Notary Public
(NOTARY SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CLAY

Each of the foregoing instruments, namely of B. L. Romans,a Notary or Notaries Public of the State and County designated,
each duly attested by Notarial Seal, is certified to be correct.This 30 day of September, 1991.

Phyllis Maney, Dep.
 Register of Deeds
 Clay County, North Carolina

Filed for registration on the 30 day of September,
 1991, at 8:28 o'clock A.m., and registered in the Office of
 the Register of Deeds for Clay County, North Carolina, in Book
156, Page 217.

Phyllis Maney, Dep.
 Register of Deeds
 Clay County, North Carolina

Prepared by: MCKEEVER, EDWARDS, DAVIS & HAYS, P.A.

NORTH CAROLINA
CLAY COUNTY

FILE NO. H-624

EASEMENT DEED

THIS DEED, made and entered into this 22nd day of May, 1991,
by and between:

GENE W. SNEED and wife, MARY ANN SNEED,
hereinafter termed SNEED,

and

W.E. BURKE,
hereinafter termed BURKE.

The designation of the Parties to the Easement Deed 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.

W I T N E S S E T H :

THAT WHEREAS, SNEED owns a certain tract or parcel of land situate in Brasstown Township, Clay County, North Carolina, having been conveyed title thereto by Deed dated February 25, 1988, from Larry L. Payne and wife, Anna A. Payne to Gene W. Sneed and wife, Mary Ann Sneed, as filed for record in Deed Book 137, Page 190, Clay County, North Carolina Registry, which Deed is referred to hereby for greater certainty of description; and

WHEREAS, BURKE owns a certain tract of land as conveyed by Deed dated December 31, 1980, from Donna S. Beard to W.E. Burke, as filed for record in Deed Book 116, Page 459, of the Office of the Clerk of Superior Court, Union County, Georgia, reference to which is made hereby for incorporation herein; and,

WHEREAS, SNEED desires to convey to BURKE a right-of-way and easement for vehicular ingress and egress over and across the lands of SNEED.

NOW, THEREFORE, SNEED, for and in consideration of the sum of Ten (\$10.00) Dollars paid by BURKE to SNEED, receipt of which is hereby acknowledged, and for other and good valuable considerations, does hereby give, grant and convey unto BURKE a non-exclusive, perpetual right-of-way easement through and across

the lands of SNEED as herein referenced, which right-of-way and easement is conveyed hereby for the use and benefit of the lands of BURKE herein referred to and which is to run with and be appurtenant to the lands herein-described, the situs of the right-of-way being described as:

A non-exclusive, perpetual right-of-way and easement 40 feet in width, 20 feet on each side of the centerline thereof, over and across the existing road which traverses the Royal Oaks Subdivision, for the purposes of ingress, egress and regress from the lands as owned by Burke to N.C.S.R. #1101.

TO HAVE AND TO HOLD, said right-of-way and easement to BURKE, their heirs and/or successors and assigns in interest forever; it being agreed that the right-of-way and easement granted hereby is appurtenant to and runs with the land now owned by BURKE as herein referenced.

IN WITNESS WHEREOF, the Parties have hereunto set their 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.

Gene W. Sneed (SEAL)
GENE W. SNEED

Mary Ann Sneed (SEAL)
MARY ANN SNEED

STATE OF North Carolina
COUNTY OF Clay

I B. L. Roman, a Notary Public of said state and county, do hereby certify that GENE W. SNEED and wife, MARY ANN SNEED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 28 day of July, 1991.

My Commission expires:
Aug 20, 1995

B. L. Roman
Notary Public

(NOTARY SEAL)
W

Book 174 Page 206

STATE OF NORTH CAROLINA
COUNTY OF CLAY

WATER AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of March,
1994, by and between:

GENE W. SNEED and wife, MARY ANN SNEED,
hereinafter referred to as
"Parties of the First Part";

and

CHEROKEE WELL DRILLING & PUMP CO., INC.,
hereinafter referred to as
"Party of the Second Part";

W I T N E S S E T H :

WHEREAS, the said Parties of the First Part are the owners of
a well situate on Lot 20, Royal Oaks Subdivision; and

WHEREAS, said Parties of the First Part desire to contract
with Party of the Second Part for the maintenance of said well and
water system which is to serve various lots within Royal Oaks
Subdivision including Lot 25 with water service being provided by
Parties of the First Part to one residence only upon each lot and
said Party of the Second Part has agreed to maintain said water
system; and

WHEREAS, Party of the Second Part does hereby covenant and
agree that it will install the water trunk line leading from the
well as located on Lot 20 of Royal Oaks Subdivision as above
referred to the boundary lines of those lots within Royal Oaks
Subdivision including Lot 25 which are to obtain water service from
said well, provided however, that if the water lines have to be
blasted, then Parties of the First Part shall pay for the blasting
of the ground for the water line.

NOW, THEREFORE, it is agreed that the said Parties of the
First Part, for and in consideration of the sum of ONE (\$1.00)
DOLLAR and other sums to it paid, agrees to contract with Party of
the Second Part to maintain the well situate on Lot 20 as above
referred and the water system therewith connected to various lots
within Royal Oaks Subdivision including Lot 25 with there being a
hook up to one residence per lot, and Party of the Second Part does
hereby agree to maintain said well and system and further agrees to

furnish water to the said lots within Royal Oaks Subdivision including Lot 25 on a non-exclusive basis, provided the said lot owners pay a service fee for said water, the current fee being FORTY-FIVE & 00/100ths (\$45.00) DOLLARS payable as billed quarterly by Party of the Second Part. The quarterly service fee as herein referenced shall be payable upon hook up of a respective lot owner to the water system. The lot owner will be entitled to 4,000 gallons per month and shall thereafter pay the sum of THREE & 75/100ths (\$3.75) DOLLARS per 1,000 gallons used over and above the 4,000 gallons used per month, as billed by Party of the Second Part.

It is further agreed that Party of the Second Part shall maintain the said water system as owned by Party of the First Part to the various lots within Royal Oaks Subdivision including Lot 25 provided that said lot owners pay the water service fee as billed for said water.

It is further agreed that said Party of the Second Part may assign its rights to furnish water to someone else in the well and water supply business or to the owners of the lots which are supplied by the water from said well situated on Lot 20 and the water system connected thereto and it is likewise agreed that the owners of the lots which are being supplied by said water may pass their interest in the agreement to any successor or assign of said lot owners.

It is agreed that this contract and Water Agreement is perpetual for the use and benefit of Party of the Second Part, its successors or assigns in interest.

IN WITNESS WHEREOF, the said Parties of the First Part and Party of the Second Part have hereunto set their hands and seals the day and year first above written.

) Gene W. Sneed (SEAL)
 GENE W. SNEED
) Mary Ann Sneed (SEAL)
 MARY ANN SNEED

CHEROKEE WELL DRILLING & PUMP CO., INC.

BY: Jersey Lynn Dickey
President

ATTEST: Christopher L. Pickett
Secretary

(CORPORATE SEAL) *****
STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

I John R Brooks, a Notary Public of said state and county, do hereby certify that GENE W. SNEED and wife, MARY ANN SNEED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 10 day of March, 1994. (NOTARY SEAL)
John R Brooks
Notary Public
My Commission expires: 5/30/96

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

I, David C. Hilton, a Notary Public of said state and county, do hereby certify that Christopher L. Dickey personally appeared before me this day and acknowledged that (s)he is Secretary of CHEROKEE WELL DRILLING & PUMP CO., 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 11 day of March, 1994. (NOTARY SEAL)
David C. Hilton
Notary Public
My Commission expires: Aug 2, 97

STATE OF NORTH CAROLINA
COUNTY OF CLAY

The foregoing instrument, namely of David C. Hilton, John R Brooks a Notary Public of the State and County designated, duly attested by Notarial Seal, is certified to be correct.

This 14th day of March, 1994.

Melissa B. Reach
Register of Deeds
Clay County, North Carolina

Filed for registration on the 14th day of March, 1994, at 2:50 o'clock P.m., and registered in the Office of the Register of Deeds for Clay County, North Carolina, in Book 174, Page 206.

Melissa B. Reach
Register of Deeds
Clay County, North Carolina