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Buncombe County, NC
Drew Reisinger Register of Deeds
BK 5191 PG 267-270

BOUNDARY LINE AND EASEMENT AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Prepared by and ~~return to~~
Ronald E. Sneed
BOX #47

THIS AGREEMENT, made and entered into this 9 day of May,
2011, by and among ROBERT E. KELLY and wife, DONNA W. KELLY, and VIRGINIA N.
BECKER, unmarried;

6/ DONNA KELLY
1275 BEE TREE ROAD
SWANNANOVA, NC,
28778

WITNESSETH:

THAT WHEREAS, Robert E. Kelly and wife, Donna W. Kelly (hereinafter referred to as "Kellys") are the owners of that property described in Deed Book 2622 at Page 106, Buncombe County Registry; and

WHEREAS Virginia N. Becker (hereinafter referred to as "Becker") is the owner of that property described in Deed Book 2015 at Page 422, Buncombe County Registry, which said property is described as Tract Two in said deed as "Being the Eastern one-half of Lot 23, Section C, as shown on a plat of Summer Haven, said Plat being recorded in the Buncombe County Register's Office in Plat Book 7 at Page 36"; and

WHEREAS Kellys' property includes the Western one-half of said Lot 23 and all of Lot 24 as shown on said Plat; and

WHEREAS, the description of Kelly's property is tied to the corners of Lot 47 as laid down and shown on that plat recorded in Plat Book 7 at Page 24, which said Lot 47 shares its eastern boundary line with the aforesaid Lot 24; and

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WHEREAS, the common boundary between lots 47 and 24 is depicted significantly differently on the two said plats and such differences have caused a great deal of ambiguity in the location of the common boundary line between Kellys and Becker; and

WHEREAS the parties hereto desire to enter into this written agreement for the purpose of describing and agreeing to their common boundary line and to quitclaim and release each to the other any interest or claim each might have on the property of the other arising from the reference to the recorded plats described above; and

WHEREAS, a portion of the driveway providing access to the property of Kellys, a small parking area used in conjunction with the Kelly property and a rock retaining wall protecting the driveway and parking area lie on the Becker property and east of the line hereinafter described; and

WHEREAS, it is the desire of Becker to grant an easement to Kellys for these encroachments; and

WHEREAS, it is unclear whether Kellys have any other easements or rights in and to the property of Becker as there was once a road over the Becker property that might have been used to access the Kelly property and Kellys now desire to release such right or easements; and

WHEREAS, Kellys understand that Becker intends to construct a garage or other accessory building on her property and wish to hereby acknowledge that the only setback requirements that Becker must meet are those imposed by the zoning and subdivision regulations of Buncombe County, North Carolina.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conveyances contained herein, the parties agree as follows:

1. That the correct property line between the properties of the parties is properly described as follows:

LYING AND BEING in Black Mountain Township, Buncombe County, North Carolina:

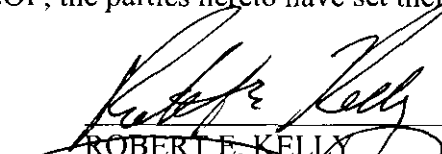
BEGINNING at a rebar located South 83° 10' 00" East 129.77 feet and North 71° 26' 57" East 105.00 feet from a ½ inch iron pin located in the southeastern corner of Lot 46 as laid down and shown on that Plat recorded in Plat Book 7 at Page 24, Buncombe County Registry, said rebar also being located in the northern boundary of the property of Patrick S. Lloyd as described in Deed Book 1979 at Page 632, Buncombe County Registry; thence from said Beginning point thus established North 03° 15' 12" West 195.77 feet to an unmarked point in the southern margin of the right of way of Mt. Pisgah Avenue, as laid down and shown on a survey of the Property of Robert E. Kelly and Donna W. Kelly prepared by CDC Survey, PA dated March 21, 2010 and bearing drawn number 10-01.dwg.

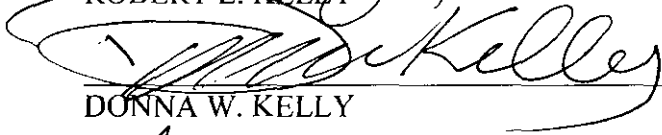
2. That by execution of this agreement, ROBERT E. KELLY and wife, DONNA W. KELLY do hereby give, grant, convey, transfer and quitclaim to VIRGINIA N. BECKER any and all interest which they may have in the lands lying east of the above described line, including any easements other than those hereafter set out.


3. That by execution of this agreement, VIRGINIA N. BECKER, unmarried, does hereby give, grant, convey, transfer and quitclaim to ROBERT E. KELLY and wife, DONNA W. KELLY, any and all interest which she may have in the lands lying west of the above described line, together with easements for the driveway and parking area shown on that survey by CDC Survey, PA, described above, and an easement for the purpose of maintaining and repairing that retaining wall that protects a portion of said driveway and parking area.

4. That by execution of this agreement, ROBERT E. KELLY and wife, DONNA W. KELLY, do hereby acknowledge that if Becker constructs a garage or other accessory structure on her property, the only setback requirements she must meet are those imposed by the zoning and subdivision ordinances of Buncombe County, North Carolina.

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


 _____ (SEAL)
 ROBERT E. KELLY

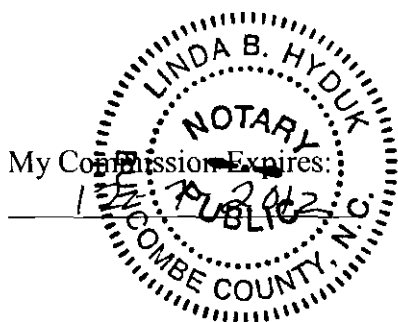

 _____ (SEAL)
 DONNA W. KELLY

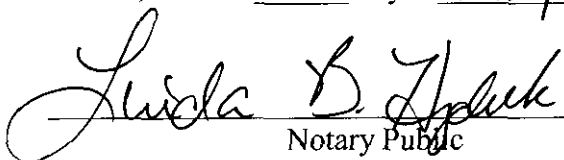

 _____ (SEAL)
 VIRGINIA N. BECKER

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a notary public of said County and State, do hereby certify that ROBERT E. KELLY and wife, DONNA W. KELLY personally appeared before me this day and acknowledged the due execution of the foregoing Boundary Agreement, for the intents and purposes therein expressed.

WITNESS my hand and notarial seal, this the 9th day of May, 2011.





 Notary Public

Linda B. Hyduk

 Typed or printed name of Notary

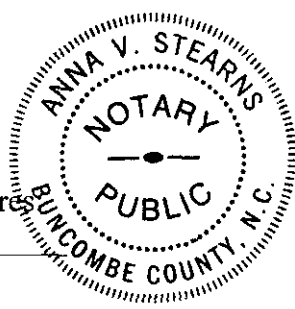
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a notary public of said County and State, do hereby certify that VIRGINIA N. BECKER personally appeared before me this day and acknowledged the due execution of the foregoing Boundary Agreement, for the intents and purposes therein expressed.

WITNESS my hand and notarial seal, this the 6 day of March, ~~2010~~²⁰¹⁴.

Anna V. Stearns
Notary Public

Anna V. Stearns
Typed or printed name of Notary



My Commission Expires 2/23/2019

I:\Property - General\09-183.P.Becker Virginia\Boundary Line Agreement.wpd

ASHEVILLE Division
 EXT. D.O.SLOAN, SUMMER HAVEN RD., Line
 NEAR SWANNANOA
 BUNCOMEE County
 NORTH CAROLINA
 J- C-

EASEMENT AND RIGHT OF WAY
 FROM
 D.O.SLOAN
 TO
 CAROLINA POWER & LIGHT CO.
 NORTH CAROLINA, BUNCOMBE COUNTY

The foregoing Certificate of
 Louis B. Joyner a Notary Public or
 Justice of the Peace
 the County of Buncombe
 duly authenticated by his Notarial Seal thereto attached
 is adjudged to be correct. Let the instrument and the
 certificates be registered.

This 30 day of June 1954
 O. J. Dingle, Jr.
 Deputy Clerk Superior Court, Buncombe County

Filed for Registration
 on 30th day of June 1954
 in Buncombe County, N. C. at 10 a.m.
 Book page
 Registrar of Deeds.

DRAWN BY
 R. F. Higgins
 ATTORNEY

STATE OF NORTH CAROLINA
 I, Louis B. Joyner, a Notary Public of Buncombe County,
 North Carolina, certify that
 the day of being duly sworn, stated that, in his presence,
 personally appeared before
 me, the foregoing instrument,
 signed the foregoing instrument,
 which by my hand and official seal, this the 19 day of June, 1954,
 signed the foregoing instrument,
 which by my hand and official seal, this the 19 day of June, 1954,
 My commission expires the 25 day of November, 1954.
 STATE OF NORTH CAROLINA—County of Buncombe
 I, _____ a Notary Public within and for _____ County, North
 Carolina, do hereby certify that
 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand and notarial seal, this _____ day of _____, A. D. 19____.
 My commission expires the _____ day of _____, 19____.
 Notary Public.

STATE OF NORTH CAROLINA
 County of Buncombe

KNOW ALL MEN BY THESE PRESENTS, That S. D. Stroupe and wife
 Helia N. Stroupe 950

grantor(s)
 of said County and State, in consideration of the sum of \$1.00, to me (us) in hand paid by
 CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto
 said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege and easement to
 go in and upon that certain tract or lot of land situated in said County and State, containing 10 acres,
 bounded by lands of M. B. Padgett on the north,
 Sugar Branch Road on the east,
 Paul Brooks on the south, & U.S. Parkway Property on the west

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires
 and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together
 with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary
 repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables
 of any other company or person; together with the right at all times to cut away and keep clear of said line all trees
 and other obstructions that may, in any way, endanger the proper maintenance and operation of the same. To have
 and to hold the aforesaid right, privilege and easement unto the CAROLINA POWER & LIGHT COMPANY, its
 successors and assigns forever.

IN WITNESS WHEREOF, the said grantor(s) do hereunto set their hand(s) and seal(s),
 this 15 day of June, 1954.
 Witnesses:
 S. D. Stroupe (Seal)
 Helia N. Stroupe (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

✓

J. M. Sloan & White

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS INDENTURE, Made and entered into on this the 20th day of August, A. D., 1925, by and between CAROLINA-FLORIDA REALTY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part, and D. O. SLOAN, of Lakeland, Florida, and F. J. LEE, of Clearwater, Florida, parties of the second part:

WITNESSETH: That the said party of the first part for and in consideration of the sum of Ten Dollars and other valuable and sufficient considerations to it in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, and in further consideration of the matters and things herein-
recited, and subject to the restrictions, conditions & stipulations hereinafter
after expressed, has given, granted, bargained, and sold, and by these presents does give, grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns forever, all of the following described pieces, parcels or lots of land, situate, lying and being in Buncombe County, North Carolina, in Swannanoa Township, being Lots Nos. 22, 23, and 24, of Section C, of Summer Haven lots, recorded in Plat Book 7, Page 36, bounded and more particularly described as follows:

BEGINNING at a stake in the Southern margin of Mt. Pisgah Avenue, at the Northeast corner of Lot No. 47, of Section A, recorded in Book 7, Page 24, of the records of plats for Buncombe County, and running thence with the said margin of Mt. Pisgah Avenue, as follows: North 77° 51' East, 85 feet; North 85° 28' East, 118.3 feet to a stake, Northeast corner of Lot No. 22; thence South 40° 32' East, 175 feet to a stake; thence South 73° West, 210 feet to a stake, the Southeast corner of Lot No. 47 Section A; thence North 20° 41' West, 210 feet to the beginning.

Excepting and reserving, however, from the operation of this deed, a sufficient amount of ground off the North ends of Lots Nos. 23 and 24, for the purpose of widening Mt. Pisgah Avenue, in order to make the turn to the Northward easily negotiated by vehicles and automobiles, such portion as may be necessary being hereby dedicated to the use of owners of the property when the same shall have been opened up, in the same manner as if the same had been originally laid out upon the plat of the said property.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and appurtenances thereunto belonging, or in anywise appertaining, unto the said parties of the second part, their heirs and assigns forever, subject to the restrictions, conditions and stipulations hereinafter set out, to-wit:

The said parties of the second part, for themselves, their executors, administrators and assigns, do hereby covenant and agree with the said party of the first part, its successors and assigns, as follows:

1. That the parties of the second part, their heirs and assigns, shall not sell, convey, lease or otherwise dispose of the above described land, to any negro or any person of negro descent, for a period of thirty-five years from January 1st, 1925.

2. That the party of the first part for itself, its successors and assigns, reserves the right to go upon any of the above described land for the purpose of laying water or sewer lines for the accommodation of the above described property, and any of the property of this subdivision, or adjacent thereto, hereby granting, however, to the parties of the second part, their heirs and assigns, the right to the use of any water or sewer lines laid out and installed, ~~and the right to the use of any water or sewer lines laid out and installed,~~ and the right to use of any water when the same shall have been piped to or adjacent to the said land, for domestic purposes, subject to the obligation of the parties of the second part, their heirs and assigns, to pay for the said water at the rate of \$3.00 per annum.

3. That the party of the first part for itself, its successors and assigns, reserves the right to the use of any water from springs or branches upon any of the above described land, and the right to divert the said streams from their natural course or courses, provided only that the parties of the second part, their heirs and assigns, shall have the right to the use of the water for domestic purposes, upon the conditions above mentioned.

4. That the foregoing covenants shall be covenants running with the land and shall be kept by the parties of the second part, their heirs and assigns forever.

And the said party of the first part for itself, its successors and assigns, represents to and covenants with the said parties of the second part, their heirs and assigns, that it is lawfully seized in fee simple of the said land and premises, and has the right and power to so convey the same subject to the restrictions and conditions herein contained; that the said land and premises are free from all liens and encumbrances, and that it will, its successors and assigns shall, forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said Carolina-Florida Realty Company has caused these presents to be signed in its name by Guy Weaver, its president, attested by its secretary, with its corporate seal affixed, all as the act and deed of the said corporation by authority duly given.

Stamp \$1.50

CAROLINA-FLORIDA REALTY COMPANY

By

Guy Weaver

Attest:

President, Carolina-Florida Realty Co.

L. L. HODGES

Secretary, Carolina-Florida
Realty Company.

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

On this the 20th day of August, A. D., 1925, Guy Weaver personally before me came and being duly sworn deposes and says: That he is president of Carolina Florida Realty Company, a corporation, and that the seal affixed to the foregoing DEED OF CONVEYANCE, is the corporate seal of the said company, and the said writing was signed and sealed by him in behalf of the said