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NEDRA W. MOLES, Henderson COUNTY, NC
Transfer Tax: \$0.00

Prepared by & Return after recording to:
Edward L. Harrelson ←

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

RIGHT OF WAY AGREEMENT

THIS AGREEMENT is made and entered into this the 7th day of February, 2014, by and between: Nancy J. Lauffer and husband, Jeffrey Charles Lauffer, current owners of that property known as 51 Ives Farm Lane, (Deed Book 867 Page 812, Henderson County Registry), Holley D. Cone, purchaser of 51 Ives Farm Lane, Timothy C. Lauffer and wife Marilyn L. Lauffer, owners of 60 Ives Farm Lane, (Deed Book 1449 Page 132, Henderson County Registry), and Joel Charles Lauffer and wife Denisa Lauffer, owners of that 6.2 acre tract lying south of the Jeffrey Charles Lauffer tract (above) and west of the Timothy Lauffer tract (above), as pertaining to the location of a private road right of way leading to the Ives Farm Land and then to the Willow Road, a public road, said rights of way depicted on Slides 3318 and 3242, Henderson County Registry, and serving the property of the undersigned.

Plat Slide 3318, recorded January 28, 2000 in the Henderson County Registry depicts a right of way thirty feet in width running along the common line of Jeffrey Charles Lauffer and Timothy Charles Lauffer for the benefit of the Joel Charles Lauffer property. In addition, Slide 3318 shows a second right of way which serves the Timothy Charles Lauffer property and which departs by a left fork and runs along the northern boundary of the Jeffrey Charles Lauffer property to enter in the Northwestern corner of the Timothy Charles Lauffer tract, and this right of way currently serves as the access driveway for Timothy Charles Lauffer.

Holley D. Cone, as purchaser of the Jeffrey Charles Lauffer and Nancy J. Lauffer property, has requested that the right of way for Joel Charles Lauffer be moved fifteen feet to the east such that it is located entirely on the property of Timothy Lauffer. Further, the parties agree that wherever possible within the 30 feet wide right of way, the actual road improvements will be located on the lands of Timothy Charles Lauffer. The roadway to serve the Joel Lauffer property has only been partially constructed. Due to the location of certain waterways or drainage areas, the roadway will be completed partially on the lands of Jeffrey Charles Lauffer with the more southern portions completed on the lands of Timothy Charles Lauffer.

The parties are in agreement to move this right of way, however, the Timothy Charles Lauffer property is encumbered by a deed of trust. The parties recognize that there is a possibility that any waiver or re-establishment of a right of way location could be undone by subsequent events, and therefore make the following agreement:

The parties agree that the thirty feet wide right of way easement which is depicted on the map of survey recorded at Slide 3318 shall be modified. The fifteen feet wide strip located on the western side of the boundary between Jeffrey Charles Lauffer and Timothy Charles Lauffer shall extend from the current thirty feet wide right of way to a point located 210 feet north of the southeastern corner of the Jeffrey Charles Lauffer property (the north eastern corner of the Joel Lauffer Property). The remaining 210 feet of the right of way shall be closed and not used for the benefit of the Joel Charles Lauffer property.

The parties hereby confirm the existing fifteen feet wide right of way running along the eastern boundary of the Timothy Lauffer and Jeffrey Lauffer common line as the same now exists. The parties further establish a new right of way in favor of Joel Charles Lauffer, and wife, Denisa Lauffer, their successors and/or assigns, of a strip an additional fifteen feet in width lying to the east of the current right of way on the Timothy Charles Lauffer lands, which right of way shall extend from a point thirty (30.0) feet South 11 deg 34 min 01 sec West from the northeastern corner of the Joel Charles Lauffer property (the southeastern corner of the Jeffrey Charles Lauffer property) and run North 11 deg 34 min 01 sec East for 270.00 feet, parallel and adjoining the existing fifteen feet wide right of way currently established on the lands of Timothy Charles Lauffer.

After the foregoing, the right of way lying along the common boundary of Timothy Charles Lauffer and Jeffrey Charles Lauffer will be described as follows:

Encumbering the lands of Jeffrey Charles Lauffer: BEGINNING at a point located North 11 deg 34 min 01 sec East 210 feet from the southeastern corner of the Jeffrey Charles Lauffer property and running with the property line North 11 deg 34 min 01 sec East 120.64 feet to the southern margin of the right of way for Joel Charles Lauffer as depicted on Slide 3318, Henderson County Registry, thence North 72 deg 08 min 52 sec West 15.09 feet to a point in the southern margin of the said right of way, thence with the existing right of way South 11 deg 34 min 01 sec West 120.64 feet to a point, thence South 72 deg 08 min 52 sec East 15.09 feet to the point and place of BEGINNING, which point is in the boundary line of the Jeffrey Lauffer and Timothy Lauffer properties. Being a strip of land for a right of way easement, fifteen feet in width.

Encumbering the lands of Timothy Charles Lauffer: BEGINNING at a point located South 11 deg 34 min 01 sec West 30.00 feet from the southeastern corner of the Jeffrey Charles Lauffer property (the northeastern corner of the Joel Charles Lauffer property) and located in the property line of the Timothy Charles Lauffer property, and running thence North 11 deg 34 min 01 sec East 390.82 feet to a point in the northern margin of that existing right of way serving the Joel Charles Lauffer property, thence South 72 deg 08 min 52 sec East 15.09 feet, thence with the existing line of the current right of way South 11 deg 34 min 01 sec West 119.17 feet; thence widening the right of way, South 72 deg 08 min 52 sec East 15.09 feet to an unmarked point; thence parallel with the existing right of way South 11 deg 34 min 01 sec West 270.00 feet; thence North 72 deg 08 min 52 sec West 30.18 feet to the point and place of BEGINNING.

To the extent possible, the roadway serving Joel Charles Lauffer's property will be located to the east of the boundary line between the Jeffrey Charles Lauffer and Timothy Charles Lauffer properties. The responsibility for maintenance of the portion which serves only Joel Charles Lauffer's tract shall be the responsibility of Joel Charles Lauffer and wife, Denisa Lauffer, their successors or assigns, until and unless one or more other residences are given access over this anticipated roadway, at which time maintenance obligations will be shared.

This right of way easement shall be for the purposes of ingress, egress and regress and for common household utilities for the benefit of the parties hereto. The parties further acknowledge that Slide 3318 shows the construction of the existing roadway to be outside of the dedicated right of way at present, and the parties agree that the said roadway may be used where the same now exists.

It is expressly agreed by the parties hereto, that, in the event of a foreclosure or other event affecting the lands of Timothy Charles Lauffer, which would have the effect of terminating the above described right of way modification, or which would have the effect of causing the Joel Charles Lauffer tract to become land-locked, that the original right of way as shown on Plat Slide 3318, Henderson County Registry, would automatically be reinstated without the need for further action by the parties.

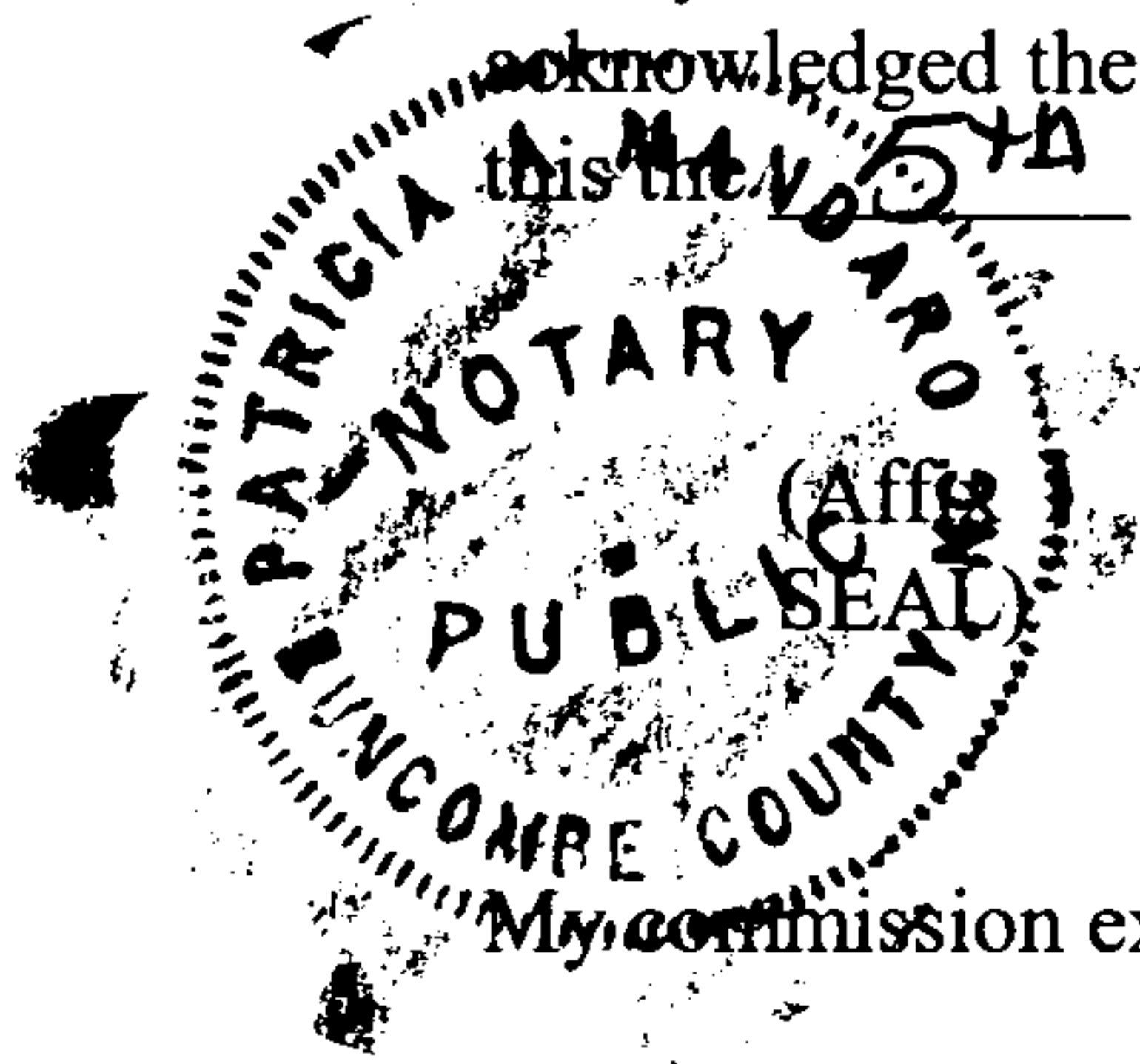
This agreement made and entered into in Henderson County, North Carolina, this the day and year first above written, we hereunto set our hands and seals.

Nancy J. Lauffer (Seal)
Nancy J. Lauffer

Jeffrey Charles Lauffer (Seal)
Jeffrey Charles Lauffer

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

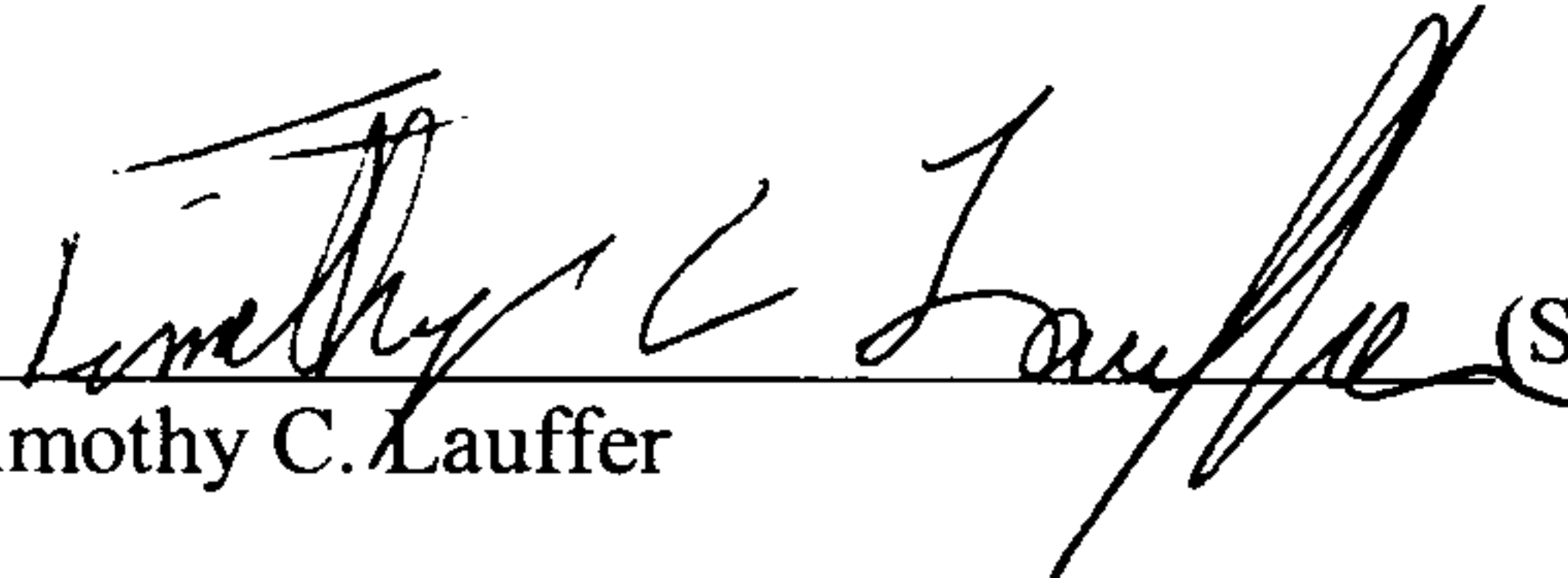
I, Patricia A. Mandaro, a Notary Public, do hereby certify that Nancy J. Lauffer and Jeffrey Charles Lauffer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 15th day of February, 2014.

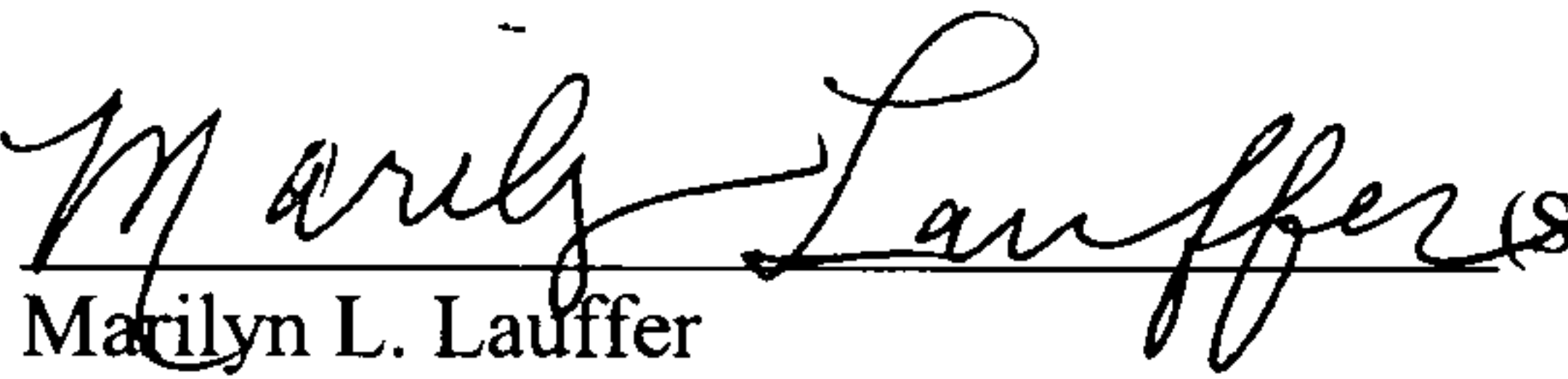


Patricia A. Mandaro
Notary Public

My commission expires: 11/3/2014

This agreement made and entered into in Henderson County, North Carolina, this the day and year first above written, we hereunto set our hands and seals.

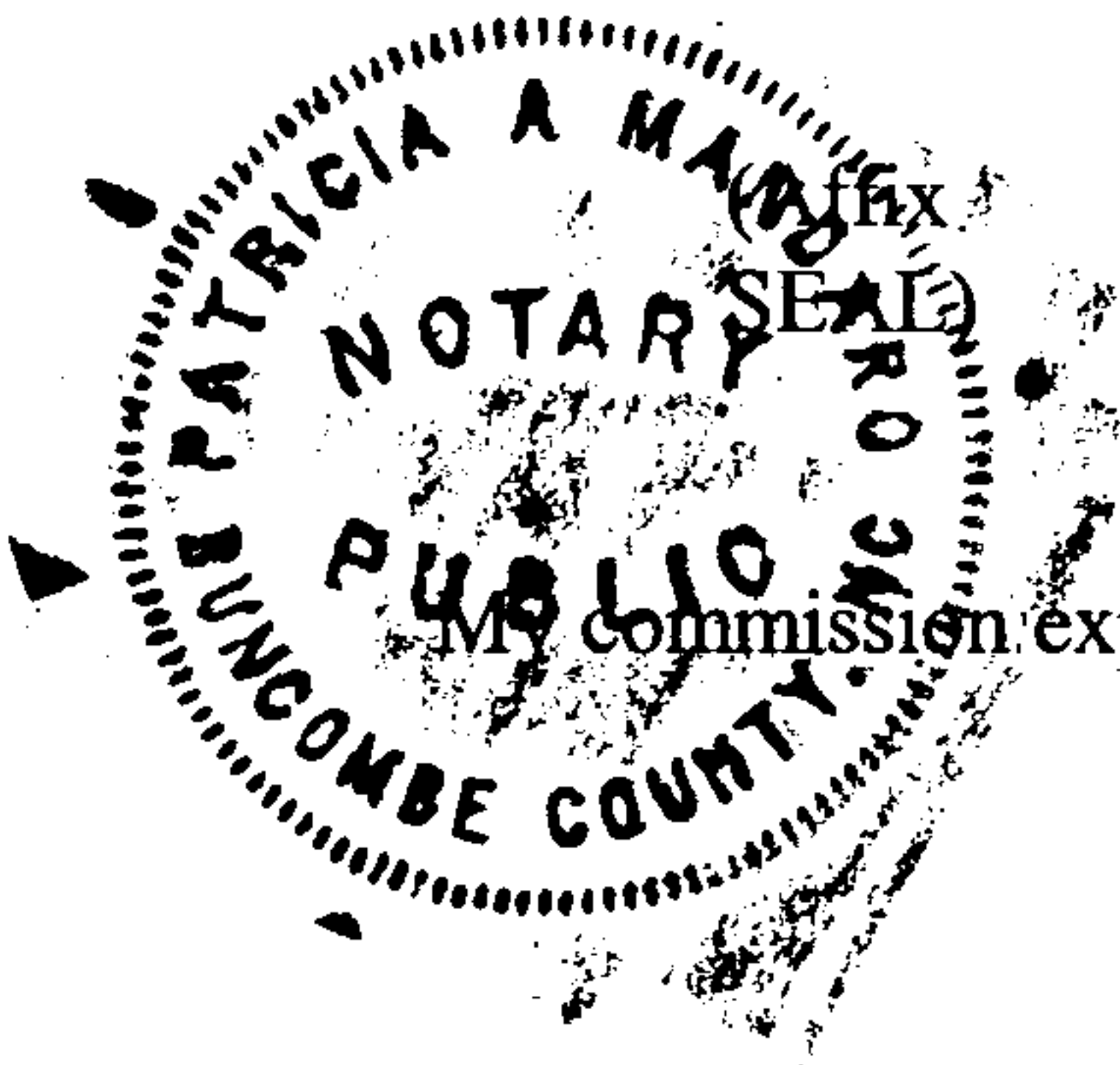
 (Seal)
Timothy C. Lauffer

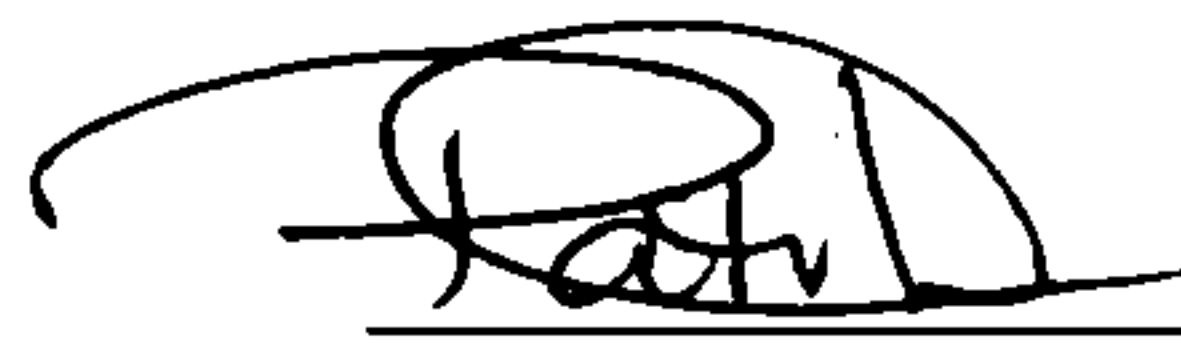
 (Seal)
Marilyn L. Lauffer

STATE OF North Carolina

COUNTY OF Buncombe

I, Patricia A. Mandara, a Notary Public, do hereby certify that Timothy C. Lauffer and wife Marilyn L. Lauffer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 5 day of February, 2014.




Notary Public

My commission expires: 11/3/2014

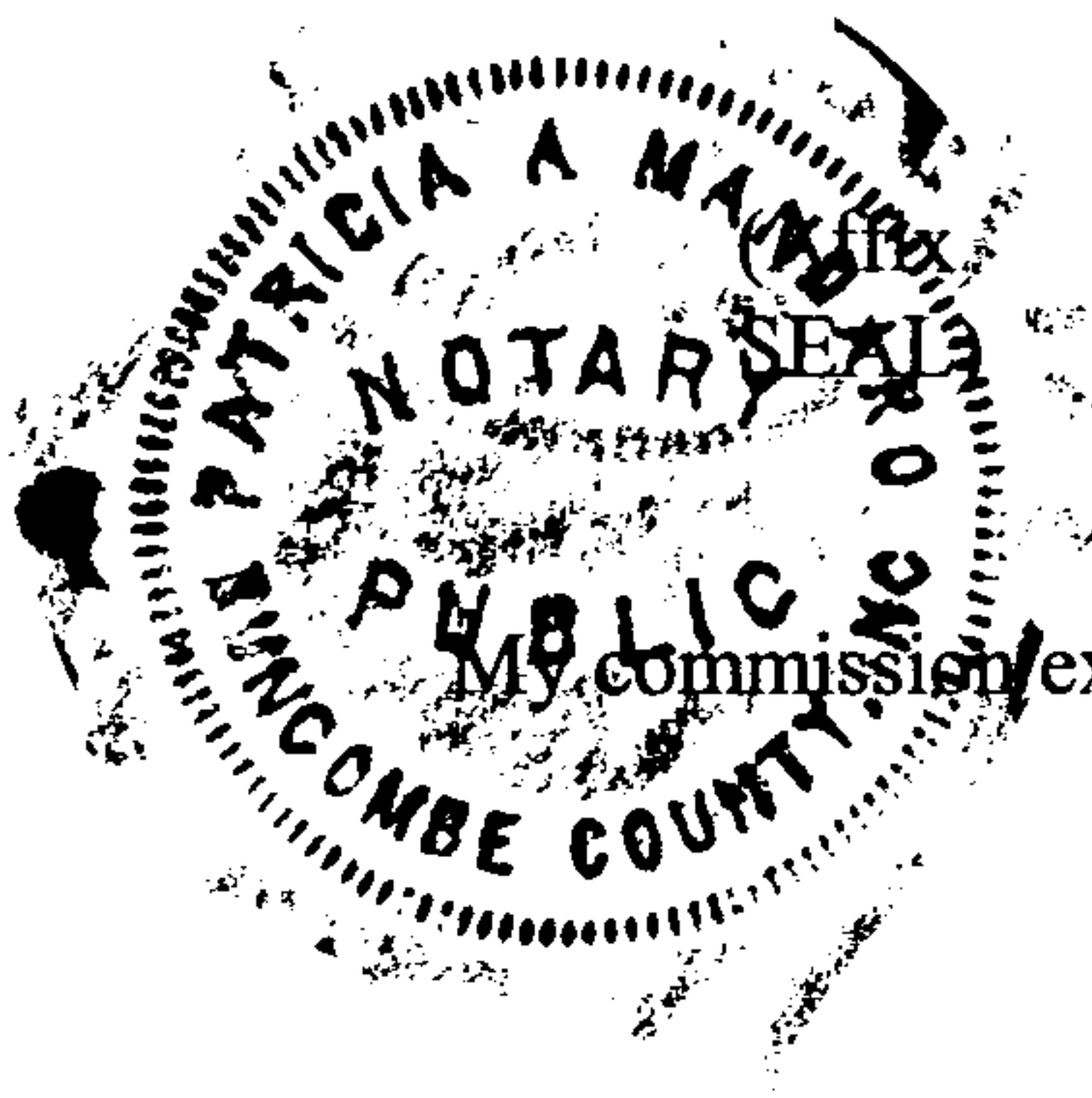
This agreement made and entered into in Henderson County, North Carolina, this the day and year first above written, we hereunto set our hands and seals.

Joel Charles Lauffer (Seal)
Joel Charles Lauffer

Denisa Lauffer (Seal)
Denisa Lauffer

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

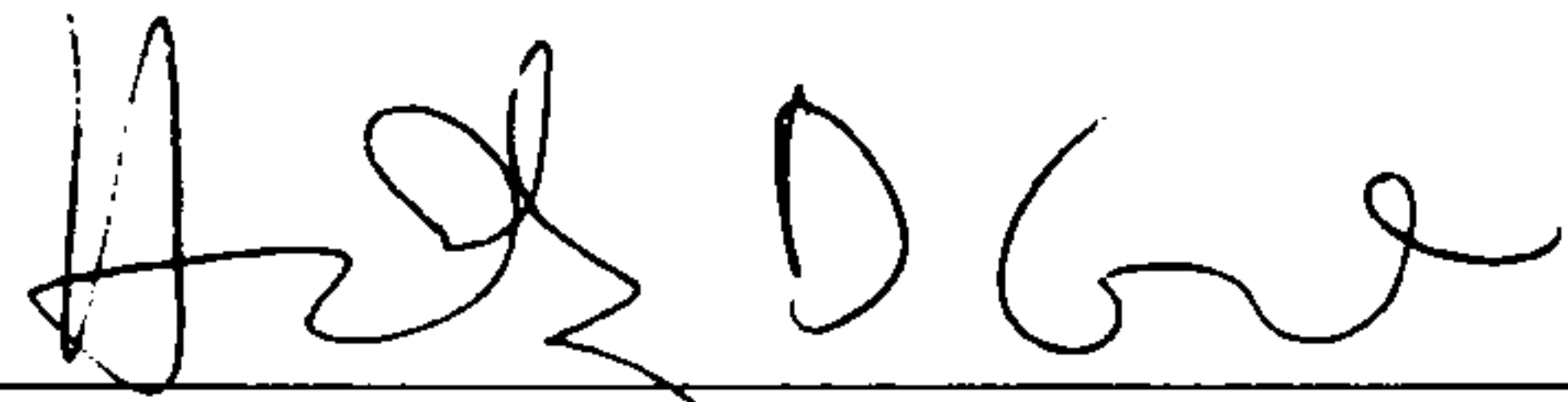
I, Patricia A. Mandaro, a Notary Public, do hereby certify that Joel Charles Lauffer and wife Denisa Lauffer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 5 day of February, 2014.



[Signature]
Notary Public

My commission expires: 11/3/2014

This agreement made and entered into in Henderson County, North Carolina, this the day and year first above written, we hereunto set our hands and seals.



Holley D. Cone (Seal)

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, C. Page Collie, a Notary Public, do hereby certify that Holley D. Cone, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 7th day of February, 2014.





Notary Public

my commission expires: 05/06/2017