

This document presented and filed:  
01/04/2013 02:18:03 PM



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

Deed preparation only. Return to Walter C. Carpenter

Stamps \$-0-

NORTH CAROLINA

HENDERSON COUNTY

SPECIAL WARRANTY DEED

THIS DEED is made this 28th day of December 2012, by and between RUTH FRANCES GARREN (f/k/a Ruth McKay Thompson) and husband, JOSEPH GARREN, JR., "Grantors," whose address is: 1091 Airport Road, Flat Rock, NC 28731; to KEITH JACOB THOMPSON, "Grantee," whose address is: 109 Far Away Lane, Flat Rock, NC 28731-5752.

WITNESSETH, that the Grantors for and in consideration of a valuable consideration in hand paid by the Grantee, the receipt and sufficiency thereof is hereby acknowledged, have given, granted, bargained, sold and conveyed and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs, successors and assigns, the following particularly described real estate located in Henderson County, North Carolina, to-wit:

BEING all of Tract Two containing 10.225 acres, more or less, as shown on that survey of Far Away Farms by Steven Lloyd Waggoner dated August 1990 and recorded in Slide 1276 of the Henderson County Registry.

TOGETHER WITH the water rights described in that Easement for Water Line recorded in Deed Book 1244 at Page 268 and SUBJECT TO the terms of that Easement for Water Line recorded in Deed Book 1244 at Page 268 of the Henderson County Registry.

TO HAVE AND TO HOLD the above described land and premises with all appurtenances thereunto belonging or in any wise appertaining unto the Grantee, his heirs and assigns forever.

And the Grantors covenant with the Grantee that the Grantors have done nothing to impair such title as Grantors received, and Grantors will warrant and defend the title against the lawful

claims of all persons claiming by, through or under the Grantors, except for the exceptions hereafter stated: none.

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

Ruth Frances Garren (SEAL)  
Ruth Frances Garren

Joseph Garren, Jr. (SEAL)  
Joseph Garren, Jr.

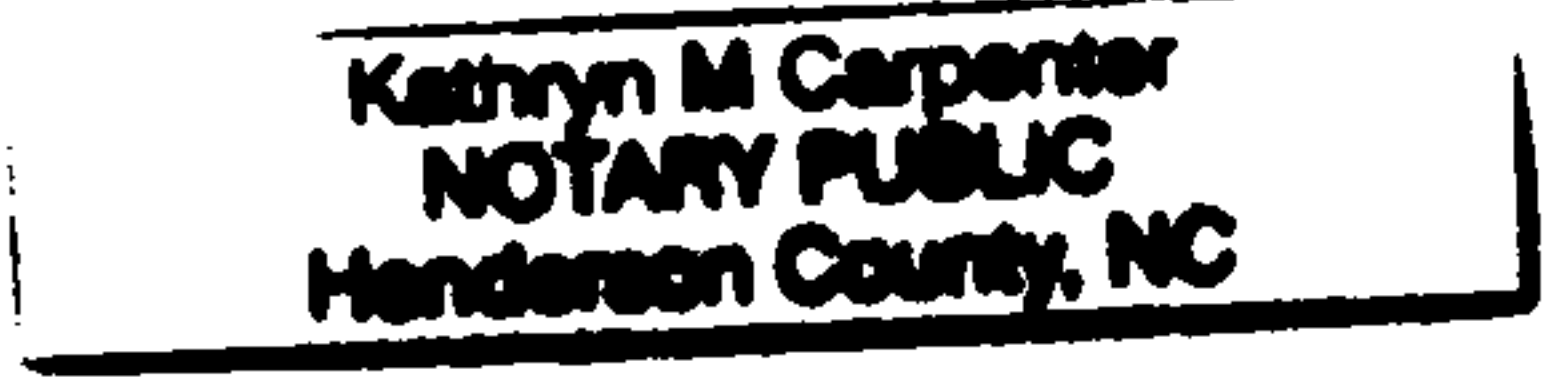
STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Kathryn M. Carpenter, a Notary Public of said County and State do hereby certify that Ruth Frances Garren (f/k/a Ruth McKay Thompson) and husband, Joseph Garren, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this the 28 day of December 20 12.

Kathryn M. Carpenter  
Notary Public

My Commission Expires: 5-15-16



North Carolina, Henderson County The foregoing certificate(s) of  
Walter C Carpenter  
 Notary Public (~~Notaries Public~~) is/are certified to be correct, this  
 instrument presented for registration and recorded in this office  
 this 20 day of Sept, 2005  
 at 3:52P in book 1244 page 268  
Nedra W Moler Dois N. Jeyn  
 Register of Deeds (Assistant Deputy)

NORTH CAROLINA <sup>40</sup>  
 HENDERSON COUNTY

EASEMENT FOR WATER LINE

THIS CONVEYANCE is made this 20 day of September, 2005, by and between JANE POPLIN MCKAY, TRUSTEE OF THE JANE POPLIN MCKAY REVOCABLE TRUST DATED APRIL 24, 1997, and LAURENCE HAZLEHURST MCKAY, JR., TRUSTEE OF THE LAURENCE HAZLEHURST MCKAY, JR. REVOCABLE TRUST DATED APRIL 24, 1997, parties of the first part; to RUTH MCKAY THOMPSON and husband, KEITH JACOB THOMPSON and BENJAMIN A. MCKAY and wife, ANNETTE V. MCKAY, parties of the second part; all of Henderson County, North Carolina.

WITNESSETH:

WHEREAS, the parties of the first part are the owners of Tract 3, the "Daniel McKay 665/219" Tract, and the remaining portion of Tract Seven (7) all as shown on that Plat of Far Away Farms, recorded in Plat Slide 1276 of the Henderson County Registry; and,

WHEREAS, RUTH MCKAY THOMPSON and husband, KEITH JACOB THOMPSON (hereafter "Thompson") are the owners of Tract Two (2) as shown on the Plat of Far Away Farms recorded in Plat Slide 1276 of the Henderson County Registry as shown in deed recorded in Deed Book 1234 at page 379 of the Henderson County Registry; and,

WHEREAS, BENJAMIN A. MCKAY and wife, ANNETTE V. MCKAY (hereafter "McKay") are the owners of a parcel of property described in Deed recorded in Deed Book 952 at Page 535 and a parcel of property containing 1.582 acres shown on Plat recorded in Slide 5670 of the Henderson County Registry (each of which are a part of Tract 7 as shown on Plat Slide 1276); and,



WHEREAS, there is situated on Tract 7 of the parties of the first part a spring and reservoir and pump and waterlines which presently serve property and houses owned by the parties of the first part together with the residences presently on the MCKAY property described in Deed recorded in Deed Book 952 at Page 535 and the THOMPSON property described above; and it is contemplated to also serve a new residence being constructed on the 1.582 acre tract shown on Plat recorded in Slide 5670 of the Henderson County Registry; and the parties of the first part desire to give to the parties of the second part an Easement for purposes of the water supply, and;

WHEREAS, the waterlines that serve some of the lands of the parties of the first part cross the property of Thompson and Thompson desires to give to the parties of the first part the right to maintain, repair and replace the water lines that cross their property.

NOW THEREFORE, the parties of the first part for and in consideration the sum of \$1.00 and the covenants set out below hereby give, grant and convey to the parties of the second part and their successors and assigns a perpetual right and easement to obtain water from the spring located on the property of the parties of the first part for domestic purposes, to install and maintain a reservoir in or near said spring, to install and maintain an electric pump in or near said spring, to install and maintain an underground pipe for the conveyance of said water and to install and maintain overhead electric wires to said pump, to go upon the land whenever the same is reasonably necessary for the purpose of inspecting, maintaining and repairing said pump, reservoir, pipe line, and electric line.

And Thompson for and in consideration of a valuable consideration, the sufficiency of which is admitted do hereby give, grant and convey to the parties of the first part and their successors and assigns a perpetual right and easement to go upon their land whenever the same is reasonably necessary for the purpose of inspecting, maintaining and repairing the pipe line.


And each of the parties shall be subject to the following conditions, to wit: any damage to surface or vegetation caused by


the construction, repair, or maintenance of said system shall be repaired and cost paid by the party doing the work and the surface and vegetation shall be returned as nearly as possible to its original condition prior to said repair or maintenance.

Grantors and Grantees and their heirs, successors and assigns agree that they will each pay a pro-rata share of the cost of electricity, maintenance and repair costs associated with the spring and reservoir based on the number of residences using the said system. The water line running to each party's residence from the well shall be the sole responsibility of that party. Any portion of a waterline which runs to more than one (1) residence shall be the responsibility of all the parties whose residences are connected to and use that line on a pro-rata basis.

TO HAVE AND TO HOLD said right and Easement to them, the parties of the first part and the parties of the second part and their successors and assigns forever, it being agreed that the right and Easement hereby granted is appurtenant to and runs with the land now owned by the parties.

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

 (SEAL)  
 JANE POPLIN MCKAY, TRUSTEE OF THE  
 JANE POPLIN MCKAY REVOCABLE TRUST  
 DATED APRIL 24, 1997

 (SEAL)  
 LAURENCE HAZLEHURST MCKAY, Jr., TRUSTEE  
 OF THE LAURENCE HAZLEHURST MCKAY, JR.  
 REVOCABLE TRUST DATED APRIL 24, 1997

 (SEAL)  (SEAL)  
 RUTH MCKAY THOMPSON KEITH JACOB THOMPSON

 (SEAL)  (SEAL)  
 BENJAMIN A. MCKAY ANNETTE V. MCKAY

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Walter C. Carpenter, a Notary Public of said County and State do hereby certify that JANE POPLIN MCKAY, TRUSTEE OF THE JANE POPLIN MCKAY REVOCABLE TRUST DATED APRIL 24, 1997 and LAURANCE HAZLEHURST MCKAY, JR., TRUSTEE OF THE LAURENCE HAZLEHURST MCKAY, JR. REVOCABLE TRUST DATED APRIL 24, 1997 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this the 19 day of September, 2005.

Walter C. Carpenter  
Notary Public

My Commission Expires: 5/8/2010

WALTER C. CARPENTER  
NOTARY PUBLIC  
HENDERSON COUNTY, N.C.  
My Commission Expires 5-8-2010

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Walter C. Carpenter, a Notary Public of said County and State, do hereby certify that RUTH MCKAY THOMPSON and husband, KEITH JACOB THOMPSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 20 day of September, 2005.

Walter C. Carpenter  
Notary Public

My Commission Expires:  
5/8/2010

WALTER C. CARPENTER  
NOTARY PUBLIC  
HENDERSON COUNTY, N.C.  
My Commission Expires 5-8-2010

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Walter C. Carpenter, a Notary Public of said County and State, do hereby certify that BENJAMIN A. MCKAY and wife, ANNETTE V. MCKAY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 19 day of September, 2005.

Walter C. Carpenter  
Notary Public

My Commission Expires:  
5/8/2010

WALTER C. CARPENTER  
NOTARY PUBLIC  
HENDERSON COUNTY, N.C.  
My Commission Expires 5-8-2010