

CHATHAM

06-24-92

NORTH CAROLINA



\$183.00

Real Estate Excise Tax 04688

FILED

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REBA G. THOMAS
REGISTER OF DEEDS
CHATHAM COUNTY, N.C.
BOOK 595
FACE 222

Excise Tax 183 00

Excise Tax' 183	Recording Time, Book and Page
Tax Lot No.	Parcel Identifier No.
Verified by County on	the day of 19
Mail after recording to James B. Riggsbee, 3308 Ch	ampaign St., Charlotte, NC 28210
This instrument was prepared by Paul S. Messick, Jr. Brief description for the Index	, P.O. Box 888, Pittsboro, N.C. 27312 Examination
NORTH CAROLINA GEN	ERAL WARRANTY DEED
THIS DEED made this day of June	, 1992 , by and between
GRANTOR	GRANTEE
LELA LOU R. MERRITT, widow	JAMES BUNN RIGGSBEE 3308 Champaign St. Charlotte, NC 28210

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

The designation Grantor and Grantee 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.

Chatham County, North Carolina and more particularly described as follows:

ALL of Lot 1, containing 6.709 acres, more or less, according to a plat entitled "Recombination For Property Of Arthur S. Merritt and wife, Lela Lou R. Merritt" recorded in Plat Book 37, Page 18 of the Chatham County Registry, reference to which is hereby made for a more particular description.

ALL of that certain tract or parcel of land containing 42.73 acres, more or less, according to a plat entitled "Dower of Mrs. Emma Riggsbee" recorded in Plat Book 12, Page 65 of the Chatham County Registry, reference to which is hereby made for a more particular description.

SAVE AND EXCEPT all of Lots 1A and 1B containing 2.5 and 1.35 acres respectively according to the plat recorded in Plat Slide 91-167 of the Chatham County Registry, reference to which is hereby made for a more particular description.

N. C. Bar Assoc. Form No. 3 © 1976, Revised © 1977 — James Williams & Co., Inc., See 127, Vachandre, N. C. 27081

BOOK 596 FAGE 223

The property he	reinabove described was acquired by Grantor by instrument recorded in
A map showing	the above described property is recorded in Plat Book page
	TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to
And the Granto the same in fee defend the title	covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Derty hereinabove described is subject to the following exceptions:
3.	Declaration of Easement recorded in Book 556, Page 354.
4.	Encumbrances of record.
5.	Road and public utility easements.
•	
•	
IN WITNESS corporate name by above written.	WHEREOF, the Grantor has bereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first when the seal to be hereunto affixed by authority of its Board of Directors, the day and year first when the seal to be hereunto affixed by authority of its Board of Directors, the day and year first when the seal to be hereunto affixed by authority of its Board of Directors, the day and year first when the seal to be hereunto affixed by authority of its Board of Directors, the day and year first when the seal to be hereunto affixed by authority of its Board of Directors, the day and year first when the seal to be hereunto affixed by authority of its Board of Directors, the day and year first when the seal to be hereunto affixed by authority of its Board of Directors, the day and year first when the seal to be hereunto affixed by authority of its Board of Directors, the day and year first when the seal to be hereunto affixed by authority of its Board of Directors, the day and year first which is the seal to be hereunto affixed by authority of its Board of Directors, the day and year first which is the seal to be hereunto affixed by authority of its Board of Directors, the day and year first which is the seal to be all the seal the seal the seal to be all the seal the seal the seal the seal the seal the seal
,	(Corporate Name) _ LELA LOU MERRITT, widow
By:	
• .	President
ATTEST:	(SEAL)

	Secretary (Corporate Seal)
Sant Barro	NORTH CAROLINA, Chatham County.
A STATE OF THE PARTY OF THE PAR	I, a Notary Public of the County and State aforesaid, certify that
NOTARY	Lela Lou R. Merritt, widow Grantor,
PUBLIC	personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
10/	
	hand and official stamp or seal, this 26 day of June 192
40000	My commission expires: 4-8-94 Bette B. Brooke Notary Public
SEAL-STA	
	I, a Notary Public of the County and State aforesaid, certify that
	personally came before me this day and acknowledged that he is Secretary of
	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 as its Becretary.
	Witness my hand and official stamp or seal, thisday of
	My commission expires;
	foregoing Certificate(s) of BELLE B. BROOKS, Notary(ies) Public,
is(2)	re) certified to be correct. This instrument was presented for registration at 4:52 o'clock P.M.
oa .	June 26, 1992, and recorded in Book 596, Page 222,
Reb	G. Thomas, REGISTER OF DEEDS FOR CHATHAM COUNTY
Ву	Dreva A. Seanned Assistant - Register of Deeds
- -	
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N. C. Bar Amoc. Form No. 3 © 1976, Revised © 1977 — James Well-Profess by Agramman with the N. C. Bar Amic. — 1981

FILED CHATHAM COUNTY NC LUNDAY A. RIGGSBEE REGISTER OF DEEDS **FILED** Dec 13, 2019

AT 01:09:25 pm BOOK 02083 0768 START PAGE **END PAGE** 0771 12833 **INSTRUMENT#** \$400.00

Excise Tax: \$400.00

Recording Time, Book and Page

EXCISE TAX

Parcel ID: out of 0002752

PIN: out of 9775-00-34-2601

Return after recording to:

Grantee

This instrument was prepared by:

Douglas J. Short of Manning, Fulton & Skinner, P.A.

(WITHOUT THE BENEFIT OF TITLE EXAMINATION)

Brief description for the Index:

Approx. 10.019 Acres

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED is made as of the A day of December, 2019, by and between

GRANTOR	GRANTEE
JAMES BUNN RIGGSBEE and wife, LYNN NICHOLS RIGGSBEE	HERNDON FARMS ONE, LLC, a North Carolina limited liability company
P. O. Box 2872 Cashiers, NC 28717	1506 East Franklin Street, Ste. 300 Chapel Hill, NC 27514

The property conveyed by this instrument does not include the primary residence of the Grantor.

The designation Grantor and Grantee 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, that the Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged has given, granted, bargained, sold, and conveyed, and by these presents does hereby give, grant, bargain, sell, and convey unto Grantee in fee simple, all those certain lot or parcel of land situated in Chatham County, North Carolina, and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

3213392v1.DJS.21975.T24438

The property hereinabove described was acquired by Grantor by that instrument recorded in Book 596, Page 222, Chatham County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under, or through Grantor, other than the following exceptions: (i) ad valorem taxes for the year 2019 and subsequent years and pending assessments not yet due or payable; (ii) enforceable easements, restrictions, covenants, and rights of way of record; (iii) zoning ordinances, development plans, and site plans affecting the subject property; and (iv) matters which would be revealed by a current and accurate survey of the property.

Lynn Nichols Riggsbee joins in the execution of this deed solely for the purpose of releasing and quitclaiming any marital interest she may have in the property and does not join in the warranties set forth herein.

[signature and notary acknowledgment follows]

BK 2083 PG 0770

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GRANTOR:

James Bunn Riggsbee

Zynn Michaels & Lynn Nichols Riggsbee

STATE OF NORTH CAROLINA

COUNTY OF Macon

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James Bunn Riggsbee

Date: December 6,2019



Notary Public

Printed Name: Carkyn G. Morenus

My Commission Expires: $\frac{2}{25}$

COUNTY OF Macin

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lynn Nichols Riggsbee

Date: December 6, 2019



Notary Public:

Printed Name: _

My Commission Expires:

yn a. Moreni

3213392v1.DJS.21975.T24438

EXHIBIT A

Legal Description of Property

Being all that certain tract or parcel of land lying and being situate in Chatham County, North Carolina, and being more particularly described as:

Being all of Tract B, containing approximately 10.019 acres, as shown on that plat entitled "Survey for Saprolite Development Company, LLC" recorded in Plat Book 2019, Page 290, Chatham County Registry.

TOGETHER WITH AND INCLUDING: (i) a non-exclusive easement for access, ingress and egress, and for the installation of utilities, over and within that area shown on the foregoing-described plat as the "Proposed 30' Private Easement (shaded area)" (the "New Access Easement"), and (ii) a non-exclusive easement for access, ingress and egress over and within that Existing 30' Private Easement shown on said plat (see also Plat Book 31, Page 13) and that Existing 60' Private Easement shown on the said plat (see also Plat Book 91, Page 167) (collectively, the "Existing Access Easements").

The foregoing easements shall be subject to the following terms and conditions:

- (a) The construction or installation of any improvements and/or utilities within the New Access Easement and/or Existing Access Easements shall be at Grantee's sole cost and expense and shall be subject to Grantor's prior approval, not to be unreasonably withheld.
- (b) Grantee, together with its successors, assigns, mortgagees, tenants, sub-tenants, licensees, invitees, contractors, employees and guests (collectively herein the "Indemnitor"), shall and does hereby covenant and agree to defend, indemnify and hold harmless Grantor, including its successors, assigns, mortgagees, tenants, sub-tenants, licensees, invitees, contractors, employees and guests (collectively herein the "Indemnitee"), from and against any and all claims, judgments, fines, mechanics' or materialmens' liens, damages, expenses, and liabilities (including attorneys' fees, consultants fees, and other legal costs) of any nature for personal injury, death and property damage resulting directly from the negligent or wrongful use of the rights and easements set forth herein by the Indemnitor, except to the extent such injury, death or damages was proximately caused by the negligence or wrongful conduct of the Indemnitee.
- (c) Grantee shall be responsible for all maintenance and repair of the New Access Easement and any maintenance and repair of the Existing Access Easement caused by Grantor's construction or negligence or wrongful misconduct.
- (d) If Grantor determines relocation of the New Access Easement is reasonably necessary to facilitate development of Tract A shown on the above-referenced plat, then Grantor and Grantee agree to record a revised plat depicting the location of the New Access Easement, as relocated, whereupon the New Access Easement shall be relocated as shown thereon.



son 457 938

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Recording Time, Book and Page

Verified by	Parcel Identifier No. County on the day of , 19
	cles G. Beemer, P.O. Drawer 3150, Chapel Hill, ch Carolina, 27514
	Charles G. Beemer, P.A.

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this 31st day of January , 1983 , by and between

GRANTOR

MARGARET DALE BLAKE (unmarried)

GRANTEE

M. TRAVIS BLAKE and wife MARGARET T. BLAKE

411 Fair Oaks Circle Chapel Hill, N.C. 27514

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

The designation Grantor and Grantee 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, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that

certain lot or parcel of land situated in the City of Chatham County, North Carolina and more particularly described as follows:

Williams

Adjoining the lands of Hackney, N.C. Highway 75 (now U.S. 15-501), the old Chapel Hill-Pittsboro Road, Clyde F. Farrell and J. Bunn Riggsbee, and BEGIN-NING at a point in the center of N.C. Highway 75, the most southwesterly corner of J. Bunn Riggsbee's Fannie D. Cheek tract on the line of Farrell, this point being practically opposite the intersection of the road leading into the old Fannie D. Cheek homeplace, running thence with said Riggsbee's line North 67° East 9.25 chains to the center of the old Chapel Hill-Pittsboro Road, stake and pointers on the east side; thence with the center line of said road, South 41° 30' East 5.5 chains to a stake in the center of said road, Hackney's new corner of his Fannie Cheek tract; thence with Hackney's new line South 75° West 11.50 chains to a point in the center of N.C. Highway 75, Hackney's new northwest corner of his Cheek tract on the line of Farrell; thence with the centerline of said highway (Farrell's east line) North 14° 30' West 3.60 chains to the point and place of BEGINNING, containing 4.6 acres more or less, and being part of the same land conveyed to Hackney by Cole in Book J-H, Page 30, and being a part of Tract 2 of the plat of the Fannie D. Cheek property, which said plat is recorded in Plat Book 1, Page 86, Chatham County Registry, and being the same land conveyed to Hunt by deed of Hackney recorded in Book J-O, Page 22; see Deed Book J-T, Page 315, and Book 405, Page 542, Chatham County Registry.

N. C. Bar Assoc, Form No. 7 @ 1977 James Williams & Co., Inc., 6on 127, Yadkinville, N. C. 27056