

FILED	Jul 08, 2020	02:13 pm	FILED
BOOK	01377		VANCE
PAGE	0007 THRU 0009		COUNTY NC
INSTRUMENT #	02212		CASSANDRA D. NEAL
RECORDING	\$26.00		REGISTER
EXCISE TAX	\$410.00		OF DEEDS
			KHC

This instrument was prepared by and return to: N. Kyle Hicks, a licensed North Carolina Attorney, P. O. Box 247, Oxford NC 27565

Delinquent taxes, if any, to be paid by the closing attorney to the Vance County Tax Collector upon disbursement of closing proceeds.

All or a portion of the property herein conveyed ____ includes or x does not include the primary residence of a Grantor

Revenue Stamps: \$410.00
Tax Parcel No. 0361 01020

STATE OF NORTH CAROLINA

GENERAL WARRANTY DEED

COUNTY OF VANCE

THIS DEED, made and entered into this the 6th day of July, 2020, by and between JOHNNIE MARK DICKENS and wife, AMY DICKENS, designated as Grantor herein, and KURT MICHAEL POYTHRESS, whose mailing address is 49 Pebble Hill Lane, Henderson, NC 27537, designated as Grantee herein. 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 said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee, their heirs and assigns, that certain tract or parcel of land situate in Williamsboro Township, Vance County, North Carolina, and more particularly described as follows:

{A0182603.DOC}

Hicks Wrenn, PLLC, 111 Gilliam St., Oxford NC 27565

BEING Lot 19 as shown on plat entitled "Property of W. D. Turner, Pebble Hill Subdivision," by Luther E. Stegall, RLS, dated February 26, 1977, and recorded in Plat Book "T", page 575, Vance County Registry, to which reference is hereby made for a more particular description.

Also conveyed herewith are all right, title and interest of the Grantors in and to that Agreement of record in Book 562, page 455, Vance County Registry.

This conveyance is made subject to Protective Covenants of record in Book 541, page 668, and to Road Maintenance Agreement of record in Book 656, page 641, and to the rights of others in and to that Easement License Agreement of record in Book 1182, page 30, Vance County Registry.

For reference, see deed of record in Book 1177, page 297, Vance County Registry.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land with all of the privileges and appurtenances thereunto belonging unto the said Grantee, their heirs and assigns, in fee simple forever.

And the said Grantor hereby covenants and agrees to and with the said Grantee that Grantor is seized of said land in fee and has the right to convey the same in fee simple; that said land is free and clear from any and all encumbrances and that Grantor will warrant and forever defend the title to the same against the lawful claims of all persons whomsoever.

Title to the property hereinabove described is subject to the following exceptions:

1. The lien of the local ad valorem property taxes for 2020 and subsequent years.
2. Such state of facts as disclosed on survey of the subject property of record in Plat Book "T", page 575, Vance County Registry.
3. All easements, covenants and restrictions of record.
4. Zoning and building laws or ordinances for Vance County, NC.

{A0182603.DOC}

Hicks Wrenn, PLLC, 111 Gilliam St., Oxford NC 27565

IN TESTIMONY WHEREOF, the said Grantor has hereunto set her hand and seal, this the day
and year first above written.

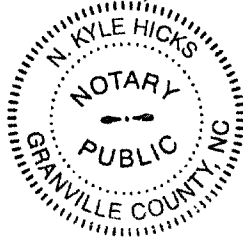
Johnnie Mark Dickens (SEAL)
JOHNNIE MARK DICKENS

Amy Dickens (SEAL)
AMY DICKENS

STATE OF NORTH CAROLINA; COUNTY OF GRANVILLE

I, the undersigned Notary Public in and for the above County and State, do hereby certify that **Johnnie Mark Dickens** and wife, **Amy Dickens**, either (☒) personally known to me or (☐) proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her/them for the purposes stated therein. Witness my hand and notarial seal, this 6 day of July, 2020.

(OFFICIAL SEAL)



N. Kyle Hicks
Notary Public
N. Kyle Hicks
Printed or Typed Name
My commission expires: 3-22-22

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Hicks Wrenn, PLLC, 111 Gilliam St., Oxford NC 27565

BK 1377 PG 0995

FILED Jul 28, 2020	11:45 am	FILED
BOOK 01377		VANCE
PAGE 0995 THRU 1000		COUNTY NC
INSTRUMENT # 02442		CASSANDRA D. NEAL
RECORDING \$26.00		REGISTER
EXCISE TAX (None)		OF DEEDS
		MPS

Prepared by: Deborah Leigh Holtzman
Attorney
Henderson, NC

STATE OF NORTH CAROLINA

EASEMENT LICENSE AGREEMENT

COUNTY OF VANCE

THIS EASEMENT LICENSE AGREEMENT, made this the 24th day of July, 2020,
by and between BRIAN KEITH MATTHEWS and wife LAUREN MATTHEWS (hereinafter
referred to as the "Licensors") and KURT POYTHRESS (hereinafter referred to as the
"Licensee");

WITNESSETH:

THAT WHEREAS Licensors are the owners of that certain parcel of land known as Lot
#18 as shown on Plat of Pebble Hill Subdivision recorded in Plat Book "T", Page 575, Vance
County Registry which adjoins the property of the Corps of Engineers (Kerr Lake) and whose
Northeast corner is a concrete marker, as shown on the recorded plat;

AND WHEREAS Licensee is the owner of that certain parcel of land known as Lot #19
as shown on Plat of Pebble Hill Subdivision recorded in Plat Book "T", Page 575, Vance County
Registry;

BK 1377 PG0996

AND WHEREAS Licensee in the process of obtaining a Shoreline Use Permit to access a dock located on the lands of the Corp of Engineers, John H. Kerr Reservoir which is located in the cove adjoining Licensors' property and Licensee is in need of an access easement across a portion of Licensors' property in order to obtain said Shoreline Use Permit and to access and use said dock;

AND WHEREAS Licensors are willing to grant to Licensee the personal right to use a certain area of land (hereinafter described in Paragraph 2 and hereinafter referred to as the "Licensed Area") contained within the land owned by Licensors as described above;

AND WHEREAS Licensee desires use of the Licensed Area for the purpose of access to the Corp of Engineers, John H. Kerr Reservoir property and Licensee agrees to be bound by the terms and conditions hereof.

NOW THEREFORE, Licensors, for and in consideration of the sum of Ten Dollars (\$10.00), the agreements and covenants set forth herein, and other good and valuable consideration, do hereby grant to Licensee, the following license in accordance with the following terms and conditions:

1. For and in the consideration recited above, Licensors hereby give permission to Licensee the right to enter upon the Licensed Area for the purpose of using that land for access to the land of the Corp of Engineers for a period of five (5) years from the date of this Easement License Agreement, which is July 1, 2025. With respect to this grant of permission, Licensee shall be entitled to maintain an easement five feet in width along the north and west boundaries of said lot and adjacent to the land owned by the Corp of Engineers to be located within the Licensed Area, without fees or costs to Licensee except for necessary costs in maintaining the five foot wide easement.

BK 1377 PG 0997

2. The Licensed Area which is the subject of this Licensed Agreement is described as follows:

Begin at an existing iron pipe located in the southwest corner of Lot #19 and the northwest corner of Lot #20, as shown on Map recorded in Plat Book "T", Page 575 of the Vance County Registry, thence proceed N 8 degrees 44' East 110.0 feet to an existing iron pipe, run thence N 84 degrees 49' East 16.8 feet to an existing iron pipe, run thence N 84 degrees 49' East 415.0 feet to an existing concrete monument and common corner with the US Army Corp of Engineers, run thence S 10 degrees 51' East 5 feet to a point, cornering, run thence S 84 degrees 49' West 415 feet to a point, run thence S 84 degrees 49' West 11.8 feet to a point, cornering, run thence S 8 degrees 44' West 106.0 feet to a point in the line with Lot #19 and Lot #20, run thence N 67 degrees 07' West 5 feet to a point, the point and place of beginning.

This Licensed Area is also described and shown on that map attached as Exhibit A hereto (and incorporated herein by reference), which indicates an area located along the west and north lot line of that parcel of land described as Lot 18 and Lot 19, Plat Book "T", Page 575 as conveyed to the Licensors in Book 1043, Page 106 and in Book 1177, Page 297 of the Vance County Registry, having dimensions of 5 feet x 541.8 feet.

3. Licensee shall have the right to maintain that portion of the Licensed Area which is used for access.

4. This Easement License Agreement for access shall remain in full force and effect for a period of five (5) years, or until July 1, 2025, at which time said Easement License Agreement shall be reviewed by the parties. At the conclusion of the initial five (5) year period ending on July 1, 2025, said Easement License Agreement may be extended, modified and/or terminated by written agreement between the parties.

5. This Easement License Agreement shall automatically terminate upon the death of either party or upon Licensor or Licensee's conveyance of his interest in and to Lots 18 and/or 19 respectively as shown on Plat Book "T", Page 575, Vance County Registry.

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6. This Easement License Agreement is a personal license granted to Licensee and is not transferable to any other person, firm or corporation without the express written consent and permission of the Licensors.

7. Licensors, the fee owner consenting hereto, make no warranty, expressed or implied, as to title to the Licensed Area.

8. Licensee shall erect no structure of any kind upon the Licensed Area. Licensee shall not use the Licensed Area for any use other than access and shall not commit any act of disorderly conduct or nuisance within the Licensed Area.

9. Licensee agrees to further be bound by the following additional terms and conditions relating to the access and use of the Licensed Area by Licensee:

(a) Any guests or invitees of Licensee must be accompanied by Licensee while in or on the Licensed Area.

(b) Licensee may only access the Licensed Area between the hours of 5:30 a.m. and 9:30 p.m.

(c) The Licensed Area may only be accessed by foot or by use of a golf cart and there shall be no dirt bikes, four wheelers, ATV or other motorized vehicles of any kind in or on the Licensed Area.

10. This Easement License Agreement shall be binding upon Licensors, their heirs, successors and assigns and upon Licensee.

11. This Easement License Agreement and the terms hereof shall be governed by the laws of the State of North Carolina. The invalidity of any portion of this Easement License Agreement shall not have any effect on the remaining portions hereof. This Easement License Agreement supersedes and cancels all prior negotiations between the parties and any changes to this Easement License Agreement shall be made in writing and signed by all parties hereto.

AK 1377 PG0999

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

LICENSORS:

Brian Keith Matthews (SEAL)
BRIAN KEITH MATTHEWS

Lauren Matthews (SEAL)
LAUREN MATTHEWS

LICENSEE:

Kurt Poythress (SEAL)
KURT POYTHRESS

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STATE OF NORTH CAROLINA)
 :
 COUNTY OF VANCE)

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT, Made and entered into this 12 day of November, 1989, by and between W. DURWARD TURNER and wife, SHIRLEY R. TURNER, Peeble Hill Subdivision, parties of the first part, and ROBERT NEIL TURNER, WILLIAM DURWARD TURNER, JR. and wife, MARGARET TURNER, BRUCE E. PHILLIPS and wife, LISA A. PHILLIPS, EDNA ROBERT, CEBERT SHAFFER and wife, RAMONA D. SHAFFER, CHARLES KITSON and wife, DORIS KITSON and THOMPSON TAYLOR BETTS and wife, LYLE E. BETTS, parties of the second part, all of Vance County, State of North Carolina:

W I T N E S S E T H :

THAT, WHEREAS, the parties hereto are all of the homeowners located on the private road leading from state maintained road to the homes of the parties hereto; and,

WHEREAS, it is the desire of the parties hereto to mutually contract and agree, each with the other, for the upkeep and maintenance of said road.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) each to the other paid, the receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto, for themselves, their respective heirs, assigns, executors and administrators, do hereby contract and agree that they will share equally in the cost of the maintenance and upkeep of said road; that when a majority of the homeowners determines that repair and/or maintenance of said road is deemed necessary that the work shall be performed and that each homeowner will contribute their part of said cost of maintenance and upkeep immediately upon being presented with a statement as to the actual charges.

For the purposes of this agreement, the owner or owners of any home, regardless of the number, shall be counted as one (1) for the purpose of counting a majority, and the cost shall be prorated among the homes located on said road and not prorated according to the number of persons owning homes that use said road.

Road Maintenance Agreement

Page 2

Each of the parties, for themselves, their heirs, assigns, executors and administrators, do hereby contract and agree that they will faithfully abide by the terms and conditions of this agreement; that they will pay their prorata part of the cost of the maintenance and upkeep of said road even though they may not be in the majority that deems the road repair or maintenance necessary, and will promptly pay the same, all as herein set forth.

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

W. H. Turner
W. D. T. F.
Tom Betts
Edgar B. Robb
Charles Titon
Bruce E. S. Phillips
Robert Shaffer

Shirley R. Turner
Margaret B. Turner
Lyle Evans Betts
P. J. L.
Doris R. Titon
Lisa G. Phillips
Ramona Shaffer

STATE OF NORTH CAROLINA

COUNTY OF Granville

I, a Notary Public of the County and State above set forth,

do hereby certify that the above signed individuals personally appeared before me, this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 13 day of November, 1989.

Franklin W. Hancock

Notary Public

My commission expires: 7-23-90

STATE OF NORTH CAROLINA,
 COUNTY OF VANCE.

The foregoing certificate of Franklin W. Hancock, Notary Public of Granville County, N. C., is certified to be correct. This instrument was presented for registration and recorded in this office in Book 656, Page 641.

This 14 day of November, 1989, at 4:15 o'clock P. M.

Frank H. Hale

REGISTER OF DEEDS, VANCE COUNTY, N. C.

PROTECTIVE COVENANTS FOR DEVELOPMENT OF
SINGLE FAMILY DETACHED DWELLINGS
OF THE PROPERTY OF
W. DURWARD TURNER AND WIFE, SHIRLEY R. TURNER

The effective date of these covenants is March 1, 1974; W. Durward Turner and wife, Shirley R. Turner, are the owners of the after described property for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of home owners who buy or build homes in said development, covenant to and with the present or future home owners in the following described area as follows:

That certain tract of land owned by the parties above set out; located in Williamsboro Township, Vance County, North Carolina, the subdivision known as Pebble Hill, said land being divided into lots as shown in Plat Book "T", Page 848, Vance County Registry and as shown in Plat Book "T", Page 575, Vance County Registry.

The covenants contained herein are attached hereto and designated as Exhibit "A".

IN TESTIMONY WHEREOF, the said W. Durward Turner and wife, Shirley R. Turner, do hereunto subscribe their respective names and affix their seals.

W. Durward Turner (SEAL)
W. Durward Turner

Shirley R. Turner (SEAL)
Shirley R. Turner

STATE OF NORTH CAROLINA

COUNTY OF VANCE

I, Jane White Jones, a Notary Public of said County and State, do hereby certify that W. Durward Turner and wife, Shirley R. Turner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 6th day of September, 1979.

Jane White Jones (SEAL)
Notary Public
My commission expires March 1, 1981

1. Land Use And Building Type. No lot shall be used except for residential purposes and shall be reasonably maintained for residential purposes, and shall be kept reasonably clean and neat in appearance. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage or carport for not more than two cars, and storage building no larger than ten feet square.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the grantors, their successors or their assigns, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, place or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be in writing.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00, based on a 650 square foot house and based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area on the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

4. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty feet to the front lot line, or nearer than twenty feet to any side line.

(b) No building shall be located nearer than twenty feet to an interior lot line, except that a ten foot side yard and rear yard shall be required for a detached garage or carport or other permitted accessory building which must be located to the rear of the dwelling. No dwelling shall be located on any interior lot nearer than thirty feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than one hundred feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than twenty thousand square feet.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No mobile home shall be allowed whether attached to real property or not. Boats, boat trailers, recreation campers are to be stored behind the dwelling.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, except sign of not more than 24 inches by 6 inches displaying name of owner of property.

9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. General Provisions.

(a) Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(b) Enforcement. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(c) Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(d) All storage tanks for fuel shall be installed underground unless located in an attached shelter approved by the Architectural Committee.

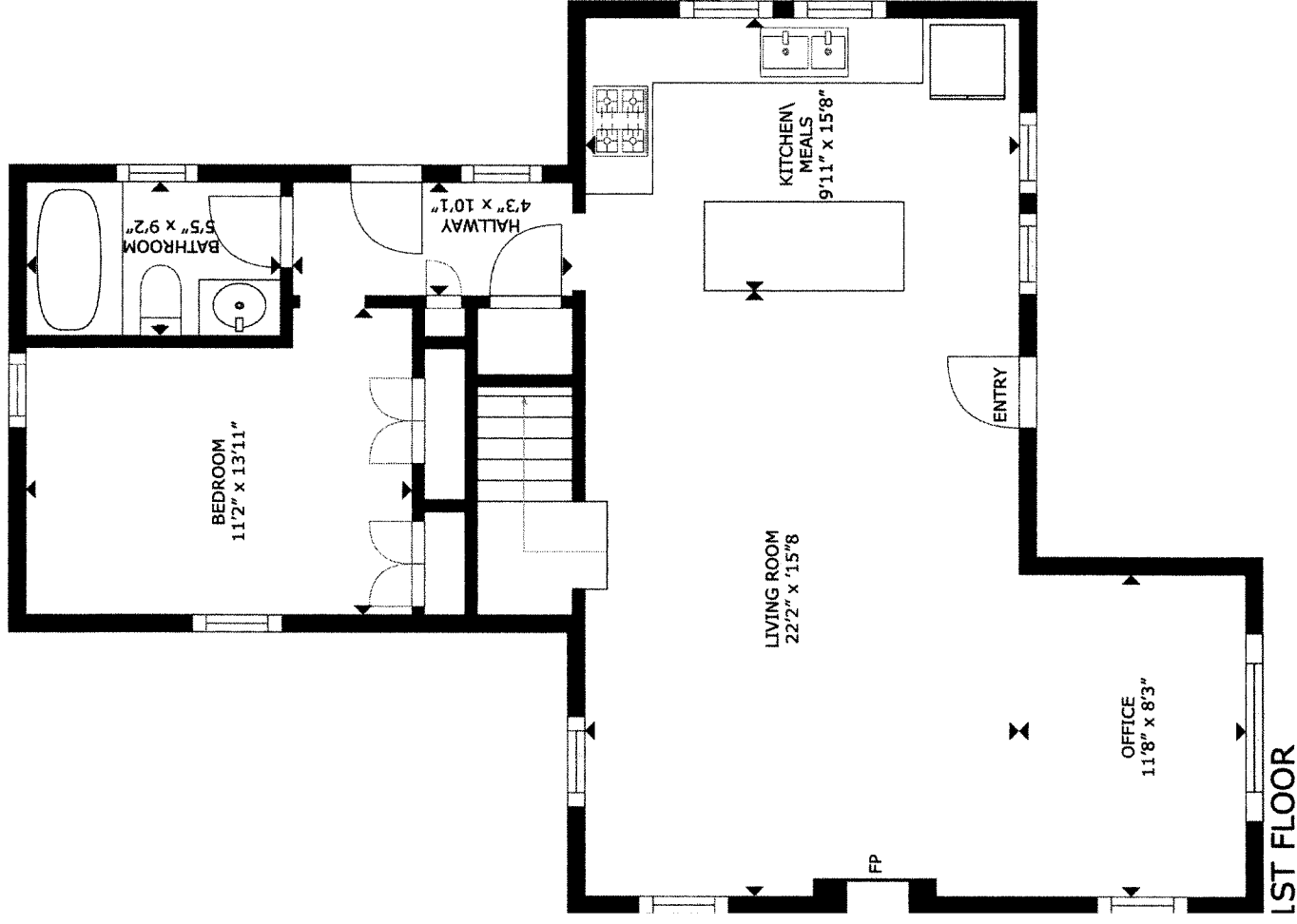
STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Jane White Jones, Notary Public of Vance County, North Carolina, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 541, Page 668.

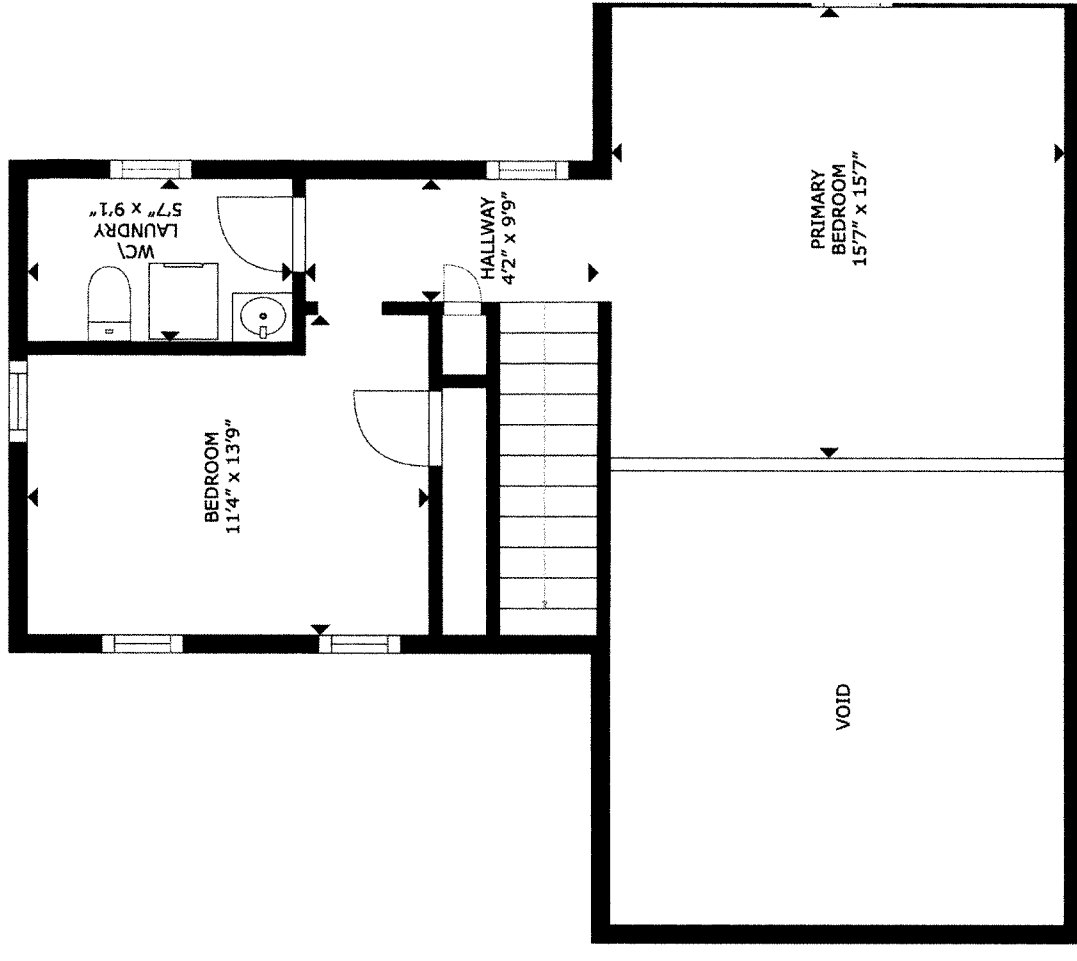
This 7 day of September 1979, at 4:15 o'clock P.M.

SARAH H. HALE, REGISTER OF DEEDS

By: Cynthia A. Abbott
Deputy Register of Deeds



1ST FLOOR



2ND FLOOR

GROSS INTERNAL AREA
1ST FLOOR: 909 sq. ft. 2ND FLOOR: 552 sq. ft.
TOTAL: 1,461 sq. ft.
SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

