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0076REGISTER OF DEEDS
GRANVILLE COUNTY, NCFILED:
DATE: 4/20/05
TIME: 1:47 PM
BOOK: 1083
PAGE: 76FILED
GRANVILLE COUNTY
11/10/2004 3:39 PM
KATHRYN CREWS AVERETT
Register Of Deeds

Prepared by and return to: N. Kyle Hicks, P. O. Box 247, Oxford NC 27565

STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

PROTECTIVE COVENANTS OF HESTER'S RANCH
A RESIDENTIAL SUBDIVISIONTHIS DECLARATION OF PROTECTIVE COVENANTS made this 10 day of November, 2004 by UZZLE ROAD, LLC, a North Carolina Limited Liability Company (herein referred to as "Declarant");

RECITALS:

Whereas, Declarant is the owner of the real property described in the attached Exhibit "A" and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth,

1. "Declarant" shall mean and refer to Uzzle Road, LLC, its agents and/or assigns.
2. "Home" shall mean and refer to a dwelling or place of residence constructed upon a lot within the property.
3. "Lot" or "Tract" shall mean and refer to any and all parcels of land subdivided out of the tract described in Exhibit "A".
4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
5. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.
6. "Property" or "Properties" shall mean and refer to any and all parcels of land subdivided out of the tract described in Exhibit "A".

WITNESSETH:

NOW, THEREFORE, Declarant does hereby declare that the above described real property located in Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to Protective Covenants:

1. All lots shall be used for single family residential purposes as defined by Granville County zoning code with dwellings having a minimum interior heated floor space of 1800 square feet for a one story; and having a minimum heated area of 2000 square feet, with a minimum of 1200 heated square feet on the first floor for two-story residences.

2. Prior to construction, the complete set of plans and specifications for any dwelling, or outbuilding, shall be given to developer, or its agent for approval. Once plans are submitted, then the developer has 30 days to respond to lot owners concerning any changes in plans, including exterior colors, materials and exterior design. If developer does not respond within 30 days from the date of submittal, then the lot owner may proceed with original submitted plans. Owners shall be responsible for all driveways being constructed to North Carolina Department of Transportation specifications.

3. All tracts are approved for horses, cattle and/or sheep for personal or business use. Any housing used by the animals shall be regularly cleaned.

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4/27/05 Delivered to N. Kyle Hicks Atty.

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No more than one cow, sheep or horse per 1.5 acres of open land will be allowed on any tract. Approved domestic animals shall be penned and shall not be allowed to roam. Domestic animals will be limited to dogs and cats. Each tract owner may have no more than five (5) cats or dogs in total. Swine or chickens are not allowed on any tract.

4. No junked or disabled automobiles shall be allowed to remain on any lot.

5. All cars and boats will be insured and licensed by the State of North Carolina at all times. No boats, campers, or motor homes shall be parked in the front yard of any lot. Lot owners will not be allowed to work on any cars for business purposes.

6. Each owner shall maintain all buildings on his tract in a neat and pleasing manner; and shall keep the tract free and clear of all tall grass, unsightly undergrowth, dead trees and bushes, trash and rubbish. The owner of each tract shall maintain a grassed lawn area on the shoulders and slopes along his tract adjacent to the roads in the subdivision; and shall maintain and replant as needed all grass, ornamental trees and shrubs which will be placed on the areas along the roads. In the event an owner does not properly maintain his tract and the adjacent shoulders as above provided, then the Declarant may have the required work done and the costs thus incurred shall be paid by owners of that tract.

7. No signs shall be placed on any tract larger than 24 inches x 24 inches.

8. There shall be no more than two detached outbuildings (barns or otherwise) located on any tract. If there is just one outbuilding, it may be one or two stories and may not exceed 10,000 square feet and be no more than 20 feet in height. In the event there are two outbuildings, there may be one one-story primary outbuilding, which shall not exceed 5000 square feet and a height of 18 feet. The second outbuilding shall be a one-story building and contain up to 1,800 square feet, and shall not exceed 18 feet in height. A garage for cars or boats does not constitute an outbuilding.

All materials used in the exterior construction of said outbuildings shall be new building materials. An outbuilding may contain metal roofing and painted aluminum or vinyl or wood grain siding, reasonably maintained. Metal siding shall not be permitted on outbuildings unless it is painted and reasonably maintained. In no event shall metal roofing or siding be permitted to rust or corrode; said roofing or siding shall thereupon be immediately repaired and painted to prevent further rusting or corrosion. No new construction of outbuildings shall contain exposed cinder block, except the bottom three feet (3) of the foundation may contain cinder block as long as said cinder block is painted or covered in some manner.

9. No building shall be located on any lot nearer than 100 feet from the right of way of Uzzle Road and Moriah Road, nor nearer than 50 feet to any lot line. For the purpose of this restriction, eaves, steps, and open porches shall not be considered as a part of the building. Any existing buildings located on any tracts shall be permitted to remain in present location thereof. These buildings must be kept in reasonably good condition.

10. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining property owners in the subdivision.

11. No mobile homes of any type may be placed on any lot for whatever purposes and no incomplete structures, trailers, tents or camper units shall be used as a residence on these lots. All homes must be stick built on site.

Notwithstanding the foregoing, the current modular home located at the horse facility may remain. However, if this modular home is ever moved, a mobile home cannot be relocated on this tract and any new residence must meet these covenants unless the then current waste water perk requirements cannot be met except for a mobile home.

12. All garbage shall be stored in receptacles which are picked up or emptied weekly. Receptacles shall be placed out of site of the subdivision street and shall be screened.

13. All propane, oil, and other storage tanks shall be buried or located behind buildings and shielded from any public road as best as possible.

14. Declarant reserves a perpetual easement over ten (10) feet of space on each lot along the sidelines and along front and rear lines of all tracts for utility easements.

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15. Any business operated from a residence/tract will be for professional service industries: accounting, law, teaching, plumbing, heating and air etc, and must be operated primarily out of the residence on said tract. No mechanical work on cars, trucks, tractors, etc. is allowed. All businesses must meet Granville County zoning requirements. Owners of horses may run their respective businesses from their on-site facilities.

16. All utility lines extending from the public road to a dwelling site shall be routed underground.

17. During construction of dwellings or other approved structures, any damage caused by such construction to the street or any other subdivision properties by the owner or his sub-contractors is the responsibility of the owner. Owner shall be responsible for removal of mud and other debris tracked onto the roads during construction.

18. There is hereby created a 15-foot perpetual non-exclusive easement for walking or jogging, and walking or riding horses along the trail existing so designated on the subdivision maps as each map is recorded subsequent hereto. No motorcycles, go-carts, or three or four wheel recreational vehicles shall be allowed on this easement except for purposes of making repairs to the easement. This equestrian or walking easement is for exclusive use of the lot owners, their family, and accompanied invitees. Maintenance of the equestrian trail will be on a volunteer basis by the lot owners.

19. The Declarant reserves the right to subject the property in the subdivision to a contract with Piedmont Electric Membership Corporation for the installation of underground electric cables and/or a continuing monthly payment to Piedmont Electric Membership Corporation by the individual lot owners.

20. Declarant reserves for a period of two years from the date of this document an easement to go on any lot wherein a sediment control basin is located for the purpose of maintaining, covering up, or removing such basin.

21. Any fencing constructed and placed upon the tract by the Declarant or owner of the tract shall be kept and maintained by the owners in a reasonable state of repair. No barbed wire shall be permitted on any tract except where such barbed wire fencing is located and existing thereon at the time of purchase from the Declarant; and under no event shall any barbed wire be placed upon or added on to after the purchase.

All boundary fencing fronting on a public street shall be primarily constructed of weather resistant treated lumber, woven wire, wood, vinyl, or electric or the existing tensile fencing. All fencing or gates must be located twelve (12) inches back from the road right of ways. All interior fencing must be of the same materials listed as acceptable for boundary fencing. No fencing shall be over six (6) feet high maximum and four (4) feet low as a minimum.

22. The subject property was once part of the former Camp Butner site. The Camp Butner site was a World War II military camp. Declarant does not make any representations or warranties concerning the location of unexploded ordinance (UXO) or any other type of debris on the subject property. Owner, by purchase of a tract, assumes the risk that may be associated with UXO, if any. Owner is encouraged to read the EE/CA Report and investigate, or take the necessary steps to investigate the current condition of the property.

23. The subject property has been part of the operation of a residuals land application program permitted under the North Carolina Environmental Commission, Department of Environment & Natural Resources. Declarant is not aware of any contamination that would prevent residential development of the subject property, but makes no specific representations or warranties as to the same. Owner is responsible for investigating and determining the suitability of the property for residential development. Owner assumes full responsibility as to the suitability of the property for residential development.

THESE COVENANTS AND RESTRICTIONS are to run with the land and shall be binding on all parties and all persons subject to them for a period of twenty years from the date the covenants are recorded after which said covenants shall automatically be extended for successive periods of ten years, unless an instrument in writing signed by a majority of the owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed
the date and year first above written.

UZZLE ROAD, LLC, a North Carolina
Limited Liability Company

By: William L. Turner III (SEAL)
William L. Turner, III,
Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, N. Kyle Hicks, a Notary Public of the County and State
aforesaid, do hereby certify that on this day personally appeared before me
William L. Turner, III, a Member/Manager of Uzzle Road, LLC, a North Carolina
Limited Liability Company, and acknowledged the due execution of the foregoing
instrument on behalf of the company.

Witness my hand and notarial seal, this the 10 day of November, 2004.



Expires: 3-22-07

N. Kyle Hicks

Notary Public

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of N. Kyle Hicks

, a Notary Public

is certified to be correct. This instrument was presented for registration and filed in this office in Book 1059

Page 817. This 10th day of November, 2004 at 8:39 o'clock P.M.

Nathan Bruce Barrett Register of Deeds

By Deeky C. Smith

Deputy/Assistant V

Book Page
1083 0080

Property description for: -
Uzzle Road, LLC

Property address:
741.84 acres, more or less, Uzzle
and Moriah Roads, Oxford NC

EXHIBIT "A"

All of those certain tracts or parcels of land lying and being situate in Tally Ho Township, Granville County, North Carolina, and more particularly described as follows:

TRACT NO. 1: Beginning in the center of the Moriah and Berea Road, corner with Mrs. Ruby M. Mangum and continuing along the center of said road the following courses and distances: North $82\frac{1}{2}^{\circ}$ East 242 feet; thence North $85\frac{1}{2}^{\circ}$ East 500 feet; thence North 85° East 508 feet; thence North 75° East 659 feet; thence North $70\frac{1}{2}^{\circ}$ East 461 feet; running thence South 85° East 1711 feet; running thence along the Veasey land and Robert Williford land, South $85\frac{3}{4}^{\circ}$ East 4043 feet to a concrete monument; running thence along a new line South $18\frac{1}{4}^{\circ}$ West 2137 feet along the line of property conveyed by the party of the first part to F. E. White, Jr. and his wife to a pile of stones; running thence South $1\frac{3}{4}^{\circ}$ West 22 feet to a concrete monument in the line of Edgar White; running thence North $85\frac{1}{2}^{\circ}$ West 2390 feet to an iron pipe, corner with Mrs. Nancy B. Allen; running thence along and with her line, South $1\frac{3}{4}^{\circ}$ West 1853 feet to an iron pipe; running thence North $85\frac{3}{4}^{\circ}$ West 1104 feet to an iron pipe; running thence South 16° West 584 feet to a stake; running thence South 20° West 266 feet to an iron pipe; running thence South $45^{\circ} 10'$ West 1742 feet to an iron pipe; running thence North 72° West 514 feet across a road to an iron pipe; running thence North 24° West 1122 feet to an iron pipe; running thence North 87° West 2439 feet to an iron pipe, corner with Sam Mangum, Jr. land; running thence North $9\frac{3}{4}^{\circ}$ East along his line 1800 feet to an iron pipe, corner with Mrs. Ruby M. Mangum; running thence South $87\frac{1}{2}^{\circ}$ East 1343 feet to an iron pipe in the centerline of a branch; running thence along said centerline of said branch the following courses and distances: North 5° West 301 feet; thence South 69° East 60 feet; thence North 21° East 86 feet; thence North $17\frac{1}{2}^{\circ}$ West 105 feet; thence North $1\frac{1}{2}^{\circ}$ East 110 feet; thence North 32° East 111 feet; thence North 44° East 129 feet; thence North $3\frac{1}{4}^{\circ}$ West 131 feet; thence North $78\frac{1}{2}^{\circ}$ West 112 feet; thence North 2° West 98 feet; thence North $55\frac{1}{2}^{\circ}$ East 208 feet; thence North 29° West 240 feet; thence North $28\frac{1}{4}^{\circ}$ East 132 feet; thence North $3\frac{1}{2}^{\circ}$ East 225 feet; thence North 1° West 150 feet to a stake, a corner with Mrs. Ruby M. Mangum; running thence with her line, North $85\frac{1}{2}^{\circ}$ West 847 feet to a stake; running thence North $4\frac{1}{2}^{\circ}$ East 716 feet to a stake in the center of the Moriah and Berea Road, the point and place of beginning, containing 694.75 acres, more or less, according to plat and survey of the farm of D. W. Uzzle by Johnny C. Currin, R.L.S., dated April 1951 and recorded in Plat Book 3 at Page 56, Granville County Registry. THERE IS LESS AND EXCEPTED from the above tract of land, 9.75 acres heretofore conveyed to F. E. White, Jr. and his wife, to which reference is hereby made for a more particular description of same. For further reference, see Deed of record in Book 145, Page 208, Granville County Registry.

TRACT NO. 2: All of a certain tract or parcel of land situate in Tally Ho Township, Granville County, North Carolina, containing 51.7 acres, more or less, said tract being bounded, now or formerly, as follows: On the North by lands of B. E. Adcock; on the East by lands of L. T. Williford Estate; on the South by lands of H. F. Holeman and Laster Williford; and on the West by lands of L. E. Clayton and B. B. Adcock. Being Tract No. H-32-G of Camp Butner and being a portion of the lands acquired by the United States by Declaration of Taking No. 9 in the case of the United States of America vs. 9,275.45 acres and 21,772.00 acres of land, more or less, situate in Granville County, North Carolina, George Collins, Mattie Toms Buchanan, et al, being Civil Docket No. 141 in the District Court of the United States for the Eastern District of North Carolina, Raleigh Division, and being the property conveyed to D.W. Uzzle in Deed Book 140, Page 187, Granville County Registry. For further reference, see Deed of record in Book 145, Page 208, Granville County Registry.

For further reference on both tracts, see Deed of record in Book 1059, Page 655, Granville County Registry.

(A0030838.DOC)

Return → Piedmont E.M.C.
P.O. Box 1327, Reidsville, NC 27573
 PIEDMONT ELECTRIC MEMBERSHIP CORPORATION
 P.O. DRAWER 1179 HILLSBOROUGH NORTH CAROLINA 27278

Book 0863 Page 0877

STATE OF NORTH CAROLINA
 COUNTY OF Granville

PREPARED BY: Ronald Hurdle
 JOB NAME: _____
 JOB NO.: _____

THIS INDENTURE, MADE AND ENTERED INTO THIS 7th DAY OF Dec, 2000; BY AND
 BETWEEN C. S. Hester Charles S. Hester

HEREINAFTER CALLED GRANTOR (WHETHER ONE OR MORE), AND PIEDMONT ELECTRIC MEMBERSHIP CORPORATION,
 HEREINAFTER CALLED GRANTEE:

WITNESSETH: THAT GRANTOR, FOR A GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY
 ACKNOWLEDGED, DOES GRANT AND CONVEY UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS THE PERPETUAL RIGHT TO
 ENTER UPON LANDS OF GRANTOR AND ERECT, CONSTRUCT, RECONSTRUCT, REPLACE, MAINTAIN AND USE POLES, WIRES,
 LINES, CABLES, AND ALL NECESSARY AND PROPER FOUNDATIONS, FOOTINGS, CROSSARMS AND OTHER APPLIANCES AND
 FIXTURES FOR THE PURPOSES OF TRANSMITTING AND/OR DISTRIBUTING ELECTRIC POWER AND FOR GRANTEE'S
 COMMUNICATION PURPOSES, AND THE RIGHT TO CUT, TRIM OR CONTROL THE GROWTH OF TREES, SHRUBBERY AND OTHER
 OBSTACLES WHICH MAY BE DEEMED BY GRANTEE TO BE AN INTERFERENCE OR DANGER TO THE OPERATION AND
 MAINTENANCE OF SAID LINE OR SYSTEM OR WHICH MAY BE JUDGED BY THE GRANTEE TO IMPAIR PUBLIC SAFETY BY
 VIRTUE OF ITS PROXIMITY TO SAID LINE OR SYSTEM: (SAID RIGHTS AND CONTROLS TO APPLY TO AN AREA
 WITHIN _____ FEET ON EACH SIDE OF THE CENTER OF SAID RIGHT OF WAY), AND TO LICENSE, PERMIT, OR OTHERWISE
 AGREE TO THE JOINT USE OR OCCUPANCY OF THE LINE OR SYSTEM BY ANY OTHER PERSON, ASSOCIATION OR
 CORPORATION FOR ELECTRIFICATION OR TELEPHONE PURPOSES, WITH THE UNDERSTANDING THAT ALL FACILITIES
 INSTALLED ON GRANTOR'S LAND AT GRANTEE'S EXPENSE, SHALL REMAIN THE PROPERTY OF GRANTEE, REMOVAL AT THE
 OPTION OF GRANTEE. THE LAND OF THE GRANTOR OVER WHICH SAID RIGHTS AND EASEMENTS ARE GRANTED IS A PART OF
 THE PROPERTY DESCRIBED AS FOLLOWS: For setting one pole turn anchor
on Bevia Road

Tolly Ho TOWNSHIP Granville COUNTY, STATE OF NORTH CAROLINA.
 THE UNDERSIGNED COVENANT THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED LANDS AND THAT THE SAID
 LANDS ARE FREE AND CLEAR OF ENCUMBRANCES AND LIENS OF WHATSOEVER CHARACTER, WITH THE RIGHT TO CONVEY
 THE SAID RIGHTS AND EASEMENTS AND WILL WARRANT AND DEFEND THE TITLE TO THESE RIGHTS AGAINST THE LAWFUL
 CLAIMS OF ALL PERSONS WHOMSOEVER.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN, SIGNED, SEALED, AND
 DELIVERED IN THE PRESENCE OF:

Denary M. Oakley WITNESS Charles S. Hester SEAL
 _____ WITNESS _____ SEAL
 _____ WITNESS _____ SEAL
 _____ SEAL

STATE OF NORTH CAROLINA _____ COUNTY
 I, _____, A NOTARY PUBLIC FOR SAID COUNTY AND
 STATE, DO HEREBY CERTIFY THAT, _____ PERSONALLY APPEARED BEFORE
 ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING EASEMENT FOR THE PURPOSES THEREIN
 EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20____
 MY COMMISSION EXPIRES: _____ NOTARY PUBLIC: _____

STATE OF NORTH CAROLINA Granville COUNTY
 I, Ronald Hurdle, A NOTARY PUBLIC DO HEREBY CERTIFY THAT Charles S. Hester
 PERSONALLY APPEARED BEFORE ME THIS DAY, AND BEING DULY SWORN STATED THAT, IN HIS PRESENCE
 SIGNED THE FOREGOING INSTRUMENT. WITNESS MY HAND THIS THE 7th DAY OF Dec, 2000
 MY COMMISSION EXPIRES: 7/2/2001 NOTARY PUBLIC: Ronald Hurdle

STATE OF NORTH CAROLINA, GRANVILLE COUNTY
 The foregoing certificate of Ronald Hurdle, a Notary Public
 is certified to be correct. This instrument was presented for registration and filed in this office in Book 863
 Page 877 This 8th day of August, 2001, at 10:45 o'clock A.M.
Kathryn Renee Threlkett Register of Deeds By Bobby C. Booth Deputy Assistant

REV 6/00

Doc ID: 000097370001 Type: CRP
 Recorded: 12/22/2008 at 11:36:22 AM
 Fee Amt: \$14.00 Page 1 of 1
 Excise Tax: \$0.00
 Granville County, NC
 Kathryn Crews Averett Reg of Deeds
 BK 1186 PG 499

RIGHT-OF-WAY AGREEMENT

Return to:

PIEDMONT ELECTRIC MEMBERSHIP CORPORATION
 P.O. DRAWER 1179 HILLSBOROUGH, NC 27278

STATE OF NORTH CAROLINA
 COUNTY OF Granville

PREPARED BY: [Signature]
 JOB NAME:
 JOB NO:

THIS INDENTURE, MADE AND ENTERED INTO THIS 21st DAY OF Sept, 2005, BY AND BETWEEN William E. Rouse, Jr. & wife, Elizabeth G. Rouse

HEREINAFTER CALLED GRANTOR (WHETHER ONE OR MORE), AND PIEDMONT ELECTRIC MEMBERSHIP CORPORATION, HEREINAFTER CALLED GRANTEE:

WITNESSETH: THAT GRANTOR, FOR A GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES GRANT AND CONVEY UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS THE PERPETUAL RIGHT TO ENTER UPON LANDS OF GRANTOR AND ERECT, CONSTRUCT, RECONSTRUCT, REPLACE, MAINTAIN AND USE POLES, WIRES, LINES, CABLES, AND FIXTURES FOR THE PURPOSES OF TRANSMITTING AND/OR DISTRIBUTING ELECTRIC POWER AND FOR GRANTEE'S COMMUNICATION PURPOSES, AND THE RIGHT TO CUT, TRIM OR CONTROL THE GROWTH OF TREES, SHRUBBERY AND OTHER OBSTACLES WHICH MAY BE DEEMED BY GRANTEE TO BE AN INTERFERENCE OR DANGER TO THE OPERATION AND MAINTENANCE OF SAID LINE OR SYSTEM OR WHICH MAY BE JUDGED BY THE GRANTEE TO IMPAIR PUBLIC SAFETY BY VIRTUE OF ITS PROXIMITY TO SAID LINE OR SYSTEM: (SAID RIGHTS AND CONTROLS TO APPLY TO AN AREA WITHIN 15 FEET ON EACH SIDE OF THE CENTER OF SAID RIGHT OF WAY), AND TO LICENSE, PERMIT, OR OTHERWISE AGREE TO THE JOINT USE OR OCCUPANCY OF THE LINE OR SYSTEM BY ANY OTHER PERSON, ASSOCIATION OR CORPORATION FOR ELECTRIFICATION OR TELEPHONE PURPOSES, WITH THE UNDERSTANDING THAT ALL FACILITIES INSTALLED ON GRANTOR'S LAND AT GRANTEE'S EXPENSE, SHALL REMAIN THE PROPERTY OF GRANTEE, REMOVAL AT THE OPTION OF GRANTEE. THE LAND OF THE GRANTOR OVER WHICH SAID RIGHTS AND EASEMENT ARE GRANTED IS A PART OF THE PROPERTY DESCRIBED AS FOLLOWS: A Tract of land on 4226 Road. This easement is to add 1 pole & 4 guy wires & cut 1 pine & 2 sweet gum trees to extend power line across the road.

Talley No TOWNSHIP, Granville COUNTY, STATE OF NORTH CAROLINA.
 THE UNDERSIGNED COVENANT THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED LANDS AND THAT THE SAID LANDS ARE FREE AND CLEAR OF ENCUMBRANCES AND LIENS OF WHATSOEVER CHARACTER, WITH THE RIGHT TO CONVEY THE SAID RIGHTS AND EASEMENTS AND WILL WARRANT AND DEFEND THE TITLE TO THESE RIGHTS AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER. IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN, SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS
 WITNESS

William E. Rouse, Jr. SEAL
William E. Rouse, Jr. SEAL
Elizabeth G. Rouse SEAL
Elizabeth G. Rouse SEAL

STATE OF NORTH CAROLINA COUNTY OF: WAKE

I, Barbara B. Gaudin, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT, William E. Rouse, Jr. and Elizabeth G. Rouse PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING EASEMENT FOR THE PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 21 DAY OF Sept., 2005.
 MY COMMISSION EXPIRES: 3.15.06 NOTARY PUBLIC: Barbara B. Gaudin

SEAL



NORTH CAROLINA _____ COUNTY

The foregoing certificate of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time in the book and page shown on the first page thereof.

By: _____
 Register of Deeds.