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TRANSYLVANIA CO. NC FEE \$26.00
PRESENTED & RECORDED:

11-09-2010 10:54:07 AM

CINDY M OWNBEY
REGISTER OF DEEDS
BY: KARIN SMITH
DEPUTY REGISTER OF DEEDS

BK: DOC 555

PG: 840-844



return to:
John Anthony Fisher III
Toxaway Views # 509
Lake Toxaway, NC 28747

Above this line for Recorder's Use

**TEMPORARY GRANT OF EASEMENT
FOR SEWAGE DRAINAGE LINES**

THIS EASEMENT granted this 9th day of November, 2010, by and between THE GORGES AT LAKE TOXAWAY, LLC, a North Carolina Limited Liability Company, (hereinafter referred to as "Grantor"), and the TOXAWAY VIEWS HOMEOWNERS ASSOCIATION, INC. a North Carolina Corporation (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor owns certain real property, commonly referred to as THE GORGES AT LAKE TOXAWAY, LLC, filed with Transylvania County, State of North Carolina.

WHEREAS, Grantee seeks a temporary Easement through and within for the purpose of locating, inspecting, and maintaining sewage drainage lines and the limited right of ingress and egress in, from and to said Easement as specifically set forth herein, and further, detailed on Exhibit A attached hereto and incorporated herein by reference.

In consideration of the mutual promises and obligations set forth in a certain Memorandum of a Mediated Agreement the Grantor shall:

- 1. Grant of Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a temporary Easement through and within Grantor property, and as depicted on Exhibit A, for the purpose of locating, inspecting, and maintaining sewage drainage lines and the right of ingress and egress in, from and to said Easement.

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**TEMPORARY EASEMENT FOR THE INSTALLATION
AND MAINTENANCE OF SEWAGE DRAINAGE LINES**

GRANTOR(S) further give(s), grant(s) and convey(s) a temporary Easement for the purposes of providing waste waster disposal and maintenance generally described as:

Beginning at a certain point on or about the land wherein Condominium Building "A" or #1 is situated, and further, at or on IRON PIN NUMBER 9 as indicated on a certain Plat Survey, dated July 31, 2009, Book 259, page 773, filed in the county records at Transylvania County, North Carolina, and known as, and commonly referred to as, TOXAWAY VIEWS CONDOMINIUMS; and extending somewhat NE across the adjacent land owned by THE GORGES AT LAKE TOXAWAY LLC, and said easement shall extend roughly 95 feet and terminating at the point identified as Waste Disposal Field as indicated on Plat Survey, File Cabinet: 4, Slide 453, Page 556, filed in the county records at Transylvania County, North Carolina. (See Exhibit 'A', Easement Sketch)

2. Grant Reservation.

Grantor hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose to go upon and across the property to use the said Easement premises in a manner consistent with the existing nature of the property. The Grantee is granted limited rights for use of the Easement. Grantee shall not itself, its successors, assigns, and permittees use the Easement for purposes of ingress or egress in any manner whatsoever. The Grantee is granted only limited access to the Easement for sole purpose of locating, inspecting, and maintaining, sewage drainage lines only by a licensed, insured, and bonded plumbing professional.

Further, prior to the commencement of any maintenance, the Grantee shall be required to provided the Grantor ten (10) days in advance written notice of the name(s), address(es), telephone number(s), copy of the license(s), copy of bond, and proof of insurance of the professional plumber(s) and/or other workman(s) authorized to conduct such maintenance, exception in the event of an emergency. An emergency shall be defined as a break in the drainage lines, a back up of sewage into the condominium(s) or any other event that would constitute an immediate danger to health, safety, or welfare of the condominium owner(s) or the general public. In such an event, the Grantee shall be required to provide the Grantor within ten (10) days of said commencement of maintenance written notice of the name(s), address(es), telephone number(s), copy of the license(s), copy of bond(s), and proof of insurance of the professional plumber(s) and/or other workman(s) who the Grantee authorized to conduct such maintenance and who shall be required to provided the Grantor within ten (10) days of said commencement of maintenance written notice of the name(s), address(es), telephone number(s), copy of the license(s), copy of bond(s), and proof of insurance.

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3. Restoration.

Upon completion of any maintenance work contemplated hereunder, Grantee agrees within ten (10) days to restore the above-described property owned by Grantor to a condition equal or superior to that existing prior to exercising its rights under this Easement. If and when Grantee makes any future maintenance to the lines and/or allied facilities located on the above-described property, Grantee shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such maintenance. In the event the Grantee fails to make the required restoration as required hereinabove to the satisfaction of the Grantor, the Grantor shall restore the property to condition equal to that existing prior to exercising of Grantee rights under this Easement. In such an event, the Grantee shall be liable to the Grantor for all costs and expenses to effect said restoration.

4. Automatic Termination of Easement.

This Easement set forth herein shall immediately automatically terminate or otherwise expire on the specific time and date that the Toxaway Condominium Building "A" or #1 taps-on to a permanent waste treatment facility located on or off the Grantor's property.

5. Indemnity.

Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Easement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid Easements by Grantee or its agents. This indemnity shall continue so long as this Easement is in effect.

6. Recitals.

The recitals set forth above are hereby incorporated by this reference.

7. Binding Effect.

The rights and responsibilities set forth in this Easement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns.

8. Attorney Fees.

In the event of any action between the Grantor or Grantee for a breach of or to enforce any provision or right hereunder, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, reasonable attorney fees and costs incurred by the successful party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.

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State of North Carolina
County of Transylvania

Revenue \$930.00

259

THIS DEED PREPARED BY ROBERT S. CILLEY
RAMSEY AND CILLEY

6-17-83
93

Attorney
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THIS DEED, made this 17th day of June, 1983 by JOHN ANTHONY FISHER, III and wife, JEANETTE K. FISHER hereinafter called Grantors, to TOXAWAY VIEWS INC. hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

WITNESSETH: That the Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, subject to any limitations, easements and reservations set out below, the following particularly described real estate, located in the Township of Hogback, Transylvania County, North Carolina, to-wit:

See Attached "Exhibit A"



36691

Being the same land described in the following deed (s):

Current taxes shall be

TO HAVE AND TO HOLD the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns, forever, subject to any reservations, easements, and limitations set out above.

And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their executors, administrators and/or successors shall forever warrant and defend the title to the said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its authorized officers and its seal to be hereunto affixed, the day and year first above written.

(SEAL) John Anthony Fisher, III (SEAL)
(SEAL) Jeanette K. Fisher (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

I, Claire A. Smith, a Notary Public of said State and

County, do hereby certify that JOHN ANTHONY FISHER, III and wife, JEANETTE K. FISHER

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. (NOTARY SEAL)

WITNESS my hand and Notarial Seal, this 17th day of June, 1983.
My commission expires 8/10/86 Notary Public.

STATE OF _____, COUNTY OF _____

I, _____, a Notary Public of said State and County, do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. (NOTARY SEAL)

WITNESS my hand and Notarial Seal, this _____ day of _____, 19 ____.
My commission expires _____, Notary Public.

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA.

The foregoing certificate of Claire A. Smith

Notary (ies) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 259, page 773.

This 17 day of JUNE, 19 83, at 2:30 o'clock P.M.

Fred H. Israel By: _____
Register of Deeds Deputy Register of Deeds

BEGINNING at a six inch by eight inch rock with and "X" mark scribed on its top, on the south side of an old road in the line of property belonging to Lake Toxaway Company and running thence from the point of beginning with the line of Lake Toxaway Company, two calls as follows: North 19 deg. 59 min. East, 1013.32 feet to an iron pipe; thence North 02 deg. 38 min. East, 182.85 feet to an iron pipe; thence North 8 deg. 36 min. West, 67.51 feet to a point in the center of the pavement of U.S. Highway 64; thence with the center of the Highway three calls as follows: South 82 deg. 55 min. East, 143.40 feet; North 81 deg. 21 min. East, 106.02 feet; North 54 deg. 46 min. East, 41.18 feet; thence leaving the Highway and running South 27 deg. 48 min. East, 101.30 feet to an iron pipe; thence North 40 deg. 03 min. East, 257.63 feet to an iron pipe; thence South 35 deg. 03 min. East, 94.38 feet to an iron pipe; thence South 14 deg. 22 min. East, 90.29 feet to an iron pipe; thence South 04 deg. 22 min. West, 88.12 feet to an iron pipe; thence South 8 deg. 45 min. West, 176.18 feet to an iron pipe; thence South 04 deg. 59 min. East, 62.60 feet to an iron pipe; thence South 8 deg. 35 min. West, 160.24 feet to an iron pipe; thence South 54 deg. 34 min. West, 63.35 feet to an iron pipe; thence South 61 deg. 46 min. West, 136.48 feet to an iron pipe; thence South 49 deg. 30 min. West, 96.50 feet to an iron pipe; thence South 38 deg. 09 min. West, 90.07 feet to an iron pipe; thence South 54 deg. 08 min. West, 111.14 feet to an iron pipe; thence South 69 deg. 32 min. West, 75.41 feet to an iron pipe; thence South 84 deg. 53 min. West, 103.27 feet to an iron pipe; thence South 63 deg. 37 min. West, 86.05 feet to an iron pipe; thence South 29 deg. 30 min. West, 153.51 feet to an iron pipe; thence South 39 deg. 54 min. West, 108.60 feet to an iron pipe; thence South 39 deg. 21 min. West, 120.30 feet to the point of beginning. Containing 10.90 acres, more or less, as surveyed and platted by William Leonard, RLS on September 14th, 1982.

Second Tract

BEGINNING at a point in the center of the pavement of U.S. Highway 64 which said point stands the following two calls: from a concrete monument (said monument being the southeast corner of the Cash property in the line of Lake Toxaway Company) South 86 deg. 35 min. East, 152.50 feet and North 8 deg. 36 min. West, 67.51 feet and running thence from the said point of beginning thus established South 8 deg. 36 min. East, 67.51 feet to an iron pin the Northeastern corner of a tract of land owned by Lake Toxaway Company; thence with the Toxaway line North 86 deg. 35 min. West, 152.50 feet to a concrete monument the Southeast corner of the Cash property described in Deed Book 219, page 810; thence with the Cash line North 1 deg. 54 min. East, 600.0 feet to a point in the center of the pavement of U.S. Highway 64; thence with the center of the pavement in a south and then southeast direction, to the point of beginning containing 0.8 acres, more or less, as surveyed and platted by William Leonard, RLS.

There is also conveyed hereby an easement for a sewer line and for the septic disposal field lying to the northeast of the property above described, of the dimension and location shown on plat by William Leonard, RLS designated Drawing No. RE-D2-83-207, being the said plat of September 14th, 1982 as revised May 26th, 1983.

Subject to the reservation in favor of John Anthony Fisher, III and wife, Jeanette K. Fisher the right, exclusive of all others, to grant or deny, on such terms and conditions as they deem convenient, permission for cable television companies to lay, operate and tap on to any unit on the subject property, any transmission cable or any other apparatus relating to cable television or other cable supplied information services.