

FOR REGISTRATION REGISTER OF DEEDS
ELIZABETH T. COOPER
BURKE COUNTY, NC
2010 JUL 19 01 30:59 PM
BK. 1911 PG. 178-181 FEE \$20 00

INSTRUMENT # 2010005890

NORTH CAROLINA

BURKE COUNTY

**DEED OF EASEMENT
And AGREEMENT**

THIS DEED OF EASEMENT, is made this 16th of June, 2010,
by and between **East Shores Owner's Association**, Grantors, parties of the first part, and
Malone McNeely and wife, **Shirley McNeely**, Grantees, parties of the second part

WITNESSETH.

For valuable consideration, the receipt of which is hereby acknowledged, the
parties of the first part have granted and conveyed and by this instrument do hereby sell,
grant, and convey to the parties of the second part, their heirs and assigns, a permanent
walkway easement being described as follows

BEING an easement for walkway access purposes from the Grantee's Northeast
property corner, ten (10) feet in width, which is more particularly described as follows.
BEGINNING at a reference point, said reference point being as existing iron pin located
in the common Lot corner of Lots 20, Plat Book 10, page 191 and Lot 21, Plat Book 10,
Page 191, and the East Shores Club Area line and then North 68 deg 56'06" West 6 67
feet from said reference point to the POINT OF BEGINNING in the line of Lot 21 and
the East Shores Club Area, thence containing from said BEGINNING point the following
courses and distances: NORTH 62 deg. 27' 40" East 38.92 feet to a point, then North 15
deg 43' 27" West 5 72 to a point meeting the walkway access to boat slips that is located
on the East Shores Club Area Property The description contained herein is taken from
that survey for Shirley McNeely entitled "Easement Map" dated March 16, 2010 by J.
Lee Cragg, Morganton, NC,

which is attached hereto for a more complete description.

The Property of the Grantors, which is subject to this Easement is that tract described as "East Shores Club Area" in Plats recorded in Plat Book 10, Page 191, and Plat Book 10, Page 143, Burke County Registry.

AGREEMENT

The Grantor does hereby grant to Grantees the perpetual right, in themselves, their heirs and assigns, to use the herein above described easement for the purposes of ingress and egress.

The Grantees agree by accepting this easement agree to use their best efforts to build and maintain at Grantees' own expense a walkway structure to be built on the described easement in accord with that February 3, 2010 document to Grantees from Grantor entitled "Structure Requirements" and the Burke County Building Code.

The Grantees shall at all times keep the area of the permanent walkway easement clear of obstructions and vegetation, as will, in their judgment, interfere with the ingress and egress to their respective property

The Grantees will hold the Grantor harmless against any liability that might arise during the construction or use of walkway, and after the walkway is completed, and will provide Grantor proof of liability insurance annually as long as the walkway is in existence.

The Grantor covenants that it is the owner in fee simple of said land, that they have the right to convey the same and that it is free and clear of any encumbrances that would hinder the granting of this easement, and that they will warrant and defend the title and easement herein conveyed against the lawful claims of all persons whomsoever.

Should any future owner of the easement elect not to use or maintain the easement structure, then said Grantee shall remove the structure and walkway from the 10 foot easement, the removal will be at the cost of said owner, and the property and easement will revert back to the Grantor and the easement will return to it's natural state.

TO HAVE AND TO HOLD the above described walkway easement together with all rights, duties, obligations, privileges and appurtenances reference herein above and thereunto belonging, unto the said Grantees, and their heirs and assigns forever

IN TESTIMONY WHEREOF, the parties have caused this Deed of Easement and Agreement to be signed the day and year first above written.

GRANTORS:

East Shores Owner's Association
By: Bruce S. Vergler (SEAL)
President

Attest: Gail H. Cotton (SEAL)
Secretary

GRANTEES:

Shirley McNeely (SEAL)
Shirley McNeely

Malone McNeely (SEAL)
Malone McNeely

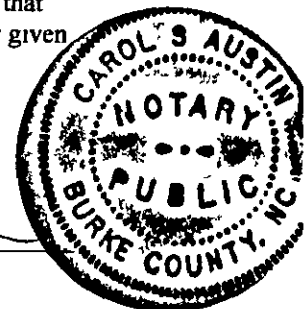
STATE OF NORTH CAROLINA
COUNTY OF BURKE

I, Carol S Austin, a Notary Public for the aforementioned County and State, do hereby certify that Bruce S. Vergler personally came before me this day and acknowledged that he/she is the president of East Shores Owner's Association and that by authority duly given and attested by herself/himself as its president.

Witness my hand and official seal this 16th day of June, 2010

(Notary Seal)

Carol S Austin
Notary Public



My commission expires March 23, 2013

STATE OF NORTH CAROLINA
COUNTY OF BURKE

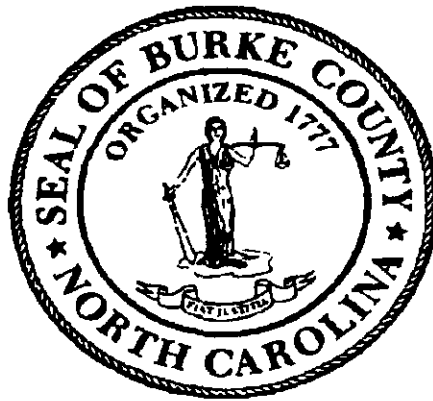
I, Wendy C. Maney, a Notary Public for said County and State, do hereby certify that MALONE MCNEELY and wife, SHIRLEY MCNEELY personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and seal, this 16th day of June, 2010

My commission expires 3-1-11



Wendy C. Maney
NOTARY PUBLIC



ELIZABETH T COOPER
REGISTER OF DEEDS, BURKE
JUDICIAL BUILDING
201 SOUTH GREEN STREET
MORGANTON, NC 28655

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