

BK 1854 PG 209 - 210 (2) DOC# 259076  
This Document eRecorded: 08/21/2020 08:40:38 AM  
Fee: \$26.00 Tax: \$0.00  
Richmond County, North Carolina  
Linda W. Douglas, Register of Deeds

**STATE OF NORTH CAROLINA****EASEMENT****COUNTY OF RICHMOND**

Prepared by:

**FLAKE LAW FIRM, PLLC**  
*Michael J. Flake, Attorney*  
123 East Martin Street  
Wadesboro, NC 28170

**THIS EASEMENT AGREEMENT**, dated the 20<sup>th</sup> day of August, 2020, by and between Roger L. Mabe and wife, Mary A. Mabe, of Post Office Box 162, Jackson Springs, North Carolina 27281, hereinafter referred to as the parties of the first part; and Austin W. Dunn, of 2023 Hwy. 73 West, Mt. Gilead, North Carolina 27306, hereinafter referred to as the party of the second part;

**WITNESSETH:**

**THAT WHEREAS**, the parties of the first part are the owners of that certain tract or parcel of land lying and being located in Steele's Township, Richmond County, North Carolina, and more particularly described in that certain deed dated January 29<sup>th</sup>, 1990 by and between Dewey McLendon and wife, Brenda K. McLendon (Grantors) and Roger L. Mabe and wife, Mary A. Mabe (Grantees), and recorded in Deed Book 740, Page 543, Richmond County Registry; **AND WHEREAS**, the party of the second part is the owner of that certain tract or parcel of land being located in Steele's Township, Richmond County, North Carolina, and more particularly described in that certain deed dated April 22<sup>nd</sup>, 2015 by and between Wayne C. Dunn and wife, Sarah H. Dunn (Grantors) and Austin W. Dunn (Grantee), and recorded in Deed Book 1687, Page 574, Richmond County Registry; **AND WHEREAS** the parties of the first part are now desirous to locate and grant to the party of the second part a nonexclusive, perpetual, easement and right-of-way, Thirty feet (30') feet in width, more or less, over, across, and upon said property of the parties of the first part for ingress, egress, regress, and utilities to and from NCSR #1322 (Concord Church Road) to and from the aforementioned property of the party of the second part;

**NOW THEREFORE**, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, the parties of the first part have bargained and sold and by these presents do hereby give, grant, and convey unto the party of the second part, his heirs and assigns, a nonexclusive, perpetual easement and right-of-way, Thirty feet (30') in width, over, across, and upon said lands of the parties of the first part for ingress, egress, regress, and utilities, and more particularly described as follows:

**Lying and being located in Steele's Township, Richmond County, North Carolina, and being a Thirty feet (30') wide, more or less, easement and right-of-way running to and from the centerline of the right-of-way of NCSR#1322 (Concord Church Road) to and from the southern boundary line of the property of the party of the second part (Deed Book 1687, Page 574, Richmond County Registry), said southern boundary line being the common boundary line between the properties of the parties of the first part and the party of the second part; the eastern edge of said Thirty feet (30') wide easement and**

Submitted electronically by "Flake Law Firm, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Richmond County Register of Deeds.

right-of-way running along and with the eastern boundary line of the property of the parties of the first part approximately 1,250 feet; said Thirty feet (30') wide easement and right-of-way extending perpendicularly in a westerly-southwesterly direction from said eastern boundary line of the property of the parties of the first part a width of Thirty feet (30') for the entire length of said eastern boundary line, giving the party of the second part a minimum width of Thirty feet (30') for ingress, egress, regress and utilities to and from NCSR #1322 (Concord Church Road) to and from the southern boundary line of the property of the party of the first part.

TO HAVE AND TO HOLD said rights and easement to the said party of the second part and his successors in title; it being agreed that the rights and easement hereby granted are appurtenant to and run with said land now owned by the party of the second part, hereinabove referred to.

IN TESTIMONY WHEREOF, said parties of the first part have hereunto set their hands and seals the day and year first above written.

Roger L. Mabe (SEAL)  
Roger L. Mabe

Mary A. Mabe (SEAL)  
Mary A. Mabe

STATE OF NORTH CAROLINA  
COUNTY OF Moore

SEAL I, David J. Zmiewsky, a Notary Public for the aforesaid County and State, do hereby certify that Roger L. Mabe and wife, Mary A. Mabe, personally appeared before me this day and acknowledged the due execution of the foregoing Easement Agreement.

Witness my hand and official stamp or seal this 20<sup>th</sup> day of August, 2020.

My commission expires:  
3/10/21

David J. Zmiewsky  
Notary Public

David J. Zmiewsky  
Notary Public  
Moore County, NC  
My Commission Expires 3/10/21

STATE OF NORTH CAROLINA  
COUNTY OF RICHMOND

The foregoing certificate(s) of \_\_\_\_\_, Notary Public, is certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and page shown hereon.

Register of Deeds, Richmond County, N.C.

BY: \_\_\_\_\_  
Deputy/Assistant – Register of Deeds