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BOOK 01268
START PAGE 1054
END PAGE 1057
INSTRUMENT # 00469

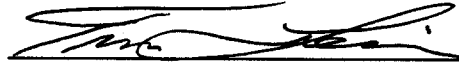
Cherokee County 01-16-2007
NORTH CAROLINA
Real Estate
Excise Tax \$300.00

{This instrument prepared by W. David Sumpter, III, Esquire, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.} :: {No opinion of status of title to the subject property has been expressed to any party hereto unless by separate, written title opinion commensurate with examination of the public records of the county in which the land is situate.}

Mail after recordation to:
W. David Sumpter, III
39 Hiwassee Street
Murphy, North Carolina 28906
828-837-4000::837-8084{fax}

{ 06-289 }

WARRANTY DEED

[PIN: 457005081288000] [DATE: 1/16/07]
[BY: ] [STAMPS: \$ 300.00]

**NORTH CAROLINA
CHEROKEE COUNTY**

This **WARRANTY DEED**, made and entered into this January 11, 2007 between:

RICHARD J. McINTOSH
and wife,
JOANN T. McINTOSH
termed hereinafter "GRANTOR"

and

RANDOLPH A. GONZALEZ
and wife,
ANITA H. GONZALEZ
3062 Markridge Road
Sarasota, FL 34231

termed hereinafter "GRANTEE"

.....
The Grantor and Grantee identified in this deed shall include each party, whether individually or in a representative capacity as indicated, and the heirs, successors, and assigns of each person and shall include singular, plural, masculine, feminine, or neuter as required by context.
.....

WITNESSETH:

GRANTOR, for valuable consideration paid by GRANTEE, receipt of which is acknowledged hereby, has and does by these presents grant, bargain, sell and convey to GRANTEE, in fee simple, that certain tract or parcel of land consisting of 1.80 acres, more or less, designated and being Lots 21 and 22, Morin Property, situate in Notla Township, Cherokee County, North Carolina, the metes and bounds description thereof being as is described, recited or referred to herein or by attachment of a Schedule "A" to this instrument.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and appurtenances belonging thereunto to GRANTEE in fee simple.

GRANTOR covenants to and with GRANTEE that a) GRANTOR is seized of the premises; b) GRANTOR has a right to convey same in fee simple; c) title to the premises is marketable and free and clear of all encumbrances; and, d) GRANTOR will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions and reservations to title to the premises, if any, recited or referred to in the attached schedule of the description of these premises or as stated as such herein or hereafter.

IN WITNESS WHEREOF, the Grantor has hereunto set his and her respective hands and seals the day and year first above written.

Richard J. McIntosh {Seal}
RICHARD J. MCINTOSH

Joann T. McIntosh {Seal}
JOANN T. MCINTOSH

NORTH CAROLINA
COUNTY OF Cherokee

I, Robin M. Whitener, a Notary Public of the aforesaid State and County certify that RICHARD J. MCINTOSH and wife, JOANN T. MCINTOSH personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 16th day of January, 2007.

Robin M. Whitener
Notary Public

My commission expires: April 3, 2008
{Official Stamp or Seal}



That certain tract or parcel of land consisting of 1.80 acres, more or less, situate on Hill Top Road and Otter Cove Lane, 1.80 acres, more or less, designated and being Lots 21 and 22, Morin Property, situate on Hilltop Lane and Otter Cove Lane, Notla Township, Cherokee County, North Carolina, as depicted on that survey plat dated August 27, 1978 by Felix E. Palmer, Registered Land Surveyor, incorporated herein by reference thereto, the metes and bounds description thereof as is described, recited or referred to thereon being:

BEGINNING on a point of intersection of the centerlines of Otter Cove Lane and Hill Top Lane, the west corner of this tract (Lot 22); thence and therefrom, along and with the centerline of Hill Top Lane, S 42-39 E 295.66 feet and S 44-39 E 291.58 feet to a point in the road centerline; a situs located S 81-32 E 307.3 feet from an iron pin; thence, leaving Hill Top Lane, S 81-32 E 32.95 feet to a concrete monument (set), S 81-32 E 376.38 feet to an concrete monument (set) and S 81-32 E 27.56 feet to a point in the centerline of Otter Cove Lane, the east corner of this tract (Lot 21), a situs located N 81-20 W 297.70 feet and N 81-32 W 16.69 feet from an iron pipe (found); thence, along and with the centerline of Otter Cove Lane, these courses and distances: N 48-18 W 27.16 feet to point, the southeast corner of Lot 20, Morin Property (0.53 acres), a situs located S 62-01 W 11.67 feet from a concrete monument (set), N 60-51 W 20 feet to a point in the road centerline, the southwest corner of Lot 20, Morin Property a situs located S 29-45 W 10.00 feet from a concrete monument (set), N 60-51 W 625.89 feet to a point in the road centerline and N 58-14 W 297.6 feet to the beginning corner.

CONVEYED, FURTHER, IS: a) a non-exclusive, perpetual right and easement over and across Hill Top Lane through appurtenant lands served thereby to Hill Top Road, North Carolina State Secondary Road 1423, so as to provide vehicular ingress and egress to and therefrom for the benefit of title to this 1.80 acre tract of land and use and enjoyment by the owner(s) thereof, being conveyed in that deed filed for record in Deed Book 786, page 175, Cherokee County, North Carolina Registry, or otherwise; b) a non-exclusive, perpetual right and easement over and across Otter Cove Lane through appurtenant lands served thereby to Hill Top Road, North Carolina State Secondary Road 1423, so as to provide vehicular ingress and egress to and therefrom for the benefit of title to this 1.80 acre tract and use enjoyment by the owner(s) thereof, being conveyed in that deed filed for record in Deed Book 786, page 175, Cherokee County, North Carolina Registry, or otherwise; c) a non-exclusive, perpetual rights to the well, water system, electric utility service, and the extraction and use of water for domestic purposes to the existing well situate on this 1.80 tract, being on Lot 22, "Morin Property as exists and as recited or referred to in as identified to that deed filed for record in Deed Book 829, page 48, Cherokee County, North Carolina Registry, as recited or referred to in that indenture styled "WATER RIGHTS AGREEMENT" dated January 5, 1999, by and among Richard

J. McIntosh and wife, Joann T. McIntosh and Ray Newcomb, Sr. as filed for record in Deed Book 852, page 118, Cherokee County, North Carolina Registry and that water rights agreement, covenants, terms and conditions, as recited or referred to in that Water Rights Deed dated December 18, 2006, by and among William E. Anderson and Richard J. McIntosh and wife, Joann T. McIntosh as filed for record in Deed Book 1265, page 839, Cherokee County, North Carolina Registry.

TITLE TO THESE PREMISES IS SUBJECT TO: a) a non-exclusive, perpetual, reciprocal right and easement over and across Hill Top Lane through appurtenant lands to Hill Top Road, North Carolina State Secondary Road 1423, so as to provide vehicular ingress and egress to and from the lands appurtenant thereto for the benefit of title thereto, and or the use and enjoyment by the owner(s) thereof; b) a non-exclusive, perpetual, reciprocal right and easement over and across Otter Cove Lane through the lands appurtenant thereto to Hill Top Road, North Carolina State Secondary Road 1423, so as to provide vehicular ingress and egress for the benefit of title thereto, and for the use and enjoyment by the owner(s) thereof; c) that easement for the distribution of electric energy in favor of Blue Ridge Mountain Electric Membership Corporation as recited or referred to in that easement deed filed for record in Deed Book 730, page 187, Cherokee County, North Carolina Registry; d) a non-exclusive, perpetual right and easement to extract and convey water from a well situate about 150 feet east of and from the west corner of this tract (Lot 22) to and for the benefit of that tract of land owned, now or formerly by Ray Newcomb, Sr. as identified to that deed filed for record in Deed Book 829, page 48, Cherokee County, North Carolina Registry, as recited or referred to in that indenture styled "WATER RIGHTS AGREEMENT" dated January 5, 1999, by and among Richard J. McIntosh and wife, Joann T. McIntosh and Ray Newcomb, Sr. as filed for record in Deed Book 852, page 118, Cherokee County, North Carolina Registry; e) that water rights agreement, covenants, terms and conditions, as recited or referred to in that Water Rights Deed dated December 18, 2006, by and among William E. Anderson and Richard J. McIntosh and wife, Joann T. McIntosh as filed for record in Deed Book 1265, page 839, Cherokee County, North Carolina Registry; and, f) that non-exclusive, perpetual right and easement recited or referred to in that indenture dated October 11, 1963, in favor of North Carolina State Highway Commission as filed for record in Deed Book 245, page 43, Cherokee County, North Carolina Registry.

TITLE SOURCE: Deed Book 933, page 195, Deed Book 993, page 134, and Deed Book 786, page 175, Cherokee County, North Carolina Registry.

LOTS 21 & 22, MORIN PROPERTY
06-289::04-307::97-024.DES{Sumpter.pr}

SCHEDULE "A"