

INTERNATIONAL PAPER CO.
TO
STATE HIGHWAY COMMISSION

E.S. 692—N. C. State Highway Commission Right of Way Agreement (For Improvement of County Road) 1965

Edwards & Broughton Co., Raleigh

STATE OF NORTH CAROLINA

Drawn for State Highway Commission

By: C.D. Parker, Jr.

Parcel Number 1

COUNTY OF Onslow

~~XXXXXX~~

TOWNSHIP OF Stump Sound

Stillwood Road Addition

(Local Name of ROAD)

RIGHT OF WAY AGREEMENT

International Paper Company

Mobile, Alabama

the undersigned

owners of that certain property described in Deed Book 200 at Page 97 in the Register of Deeds office of Onslow County, and bounded by

recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the STATE HIGHWAY COMMISSION the right of way for said highway project as herein described and releases the Commission from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Commission, its successors and assigns, for all purposes for which the Commission is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

60 feet in width measured 30 feet on each side of the center line of the road, said center line to be located by the Commission and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes and drainage of road.

It is understood and agreed that the center line of the 60-ft. right of way hereinbefore described has been staked out upon the ground and is shown upon plans for the project in the office of the State Highway Commission in Raleigh

It is further agreed that the property owners will erect no fencing or engage in cultivation upon the right of way described herein

NC Deed No. 67-8 Henry Jarman Tract. Beginning at the Southwest corner of Jarman Tract, thence S 86 deg - 30' E 175.5 feet to a point in the center of the proposed road, said point being survey station 2+44.9; thence N 3 deg-45' E 244.9 feet to a point in the center of existing SR 1107, being survey station 0+00; this agreement further includes as right of way an area located at the intersection of the centerlines of the project and SR 1107, survey station 0+00, described as follows: Beginning at said intersection measure 125 feet in both easterly and westerly directions along the centerline of SR 1107, setting points "A" and "C" respectively; beginning again at said intersection, measure 125 feet in a southerly

There are no conditions to this agreement not expressed herein. The undersigned hereby warrant and warrant that they are the sole owners of said property and that they have the right to grant the right of way and that they will forever warrant and defend the title to the same against the lawful claims of all persons and however

IN WITNESS WHEREOF, we have herunto set our hands and affixed our seals this the 30th, November, 1971 day of

WITNESS - CORPORATE SEAL

INTERNATIONAL PAPER COMPANY

WITNESS: John R. Shinnors, Assistant Secretary

By: F.C. Gragg, Vice-President

direction along the centerline of the project, setting point "B". The additional right of way comprises the triangle formed by connecting points A, B and C with straight lines. The right of way being granted in this agreement comprises approximately 0.45 acres.

NORTH CAROLINA COUNTY, THE STATE OF ALABAMA, COUNTY OF MOBILE.

I, Anna K. Beverly, a Notary Public in and for the County and State aforesaid, do hereby certify that F.C. Gragg, Vice-President, and John R. Shinnors, Assistant Secretary of INTERNATIONAL PAPER COMPANY a corporation, personally appeared before me this day and duly acknowledged the execution of the within written instrument by them in personally appeared before me this day and being duly sworn stated that in his presence the name of the corporation, they being thereunto duly authorized.

Witness my hand and Notarial Seal this the 30th, November, A.D. 1971
Notarial Seal
My Commission Expires August 2, 1972
Anna K. Beverly
Notary Public

NORTH CAROLINA COUNTY, I, a Notary Public of said county and state, do hereby certify that acknowledged the due execution of the foregoing instrument. Grantors, personally appeared before me this day and Witness my hand and Notarial Seal this the day of 19 Notary Seal My Commission Expires Notary Public

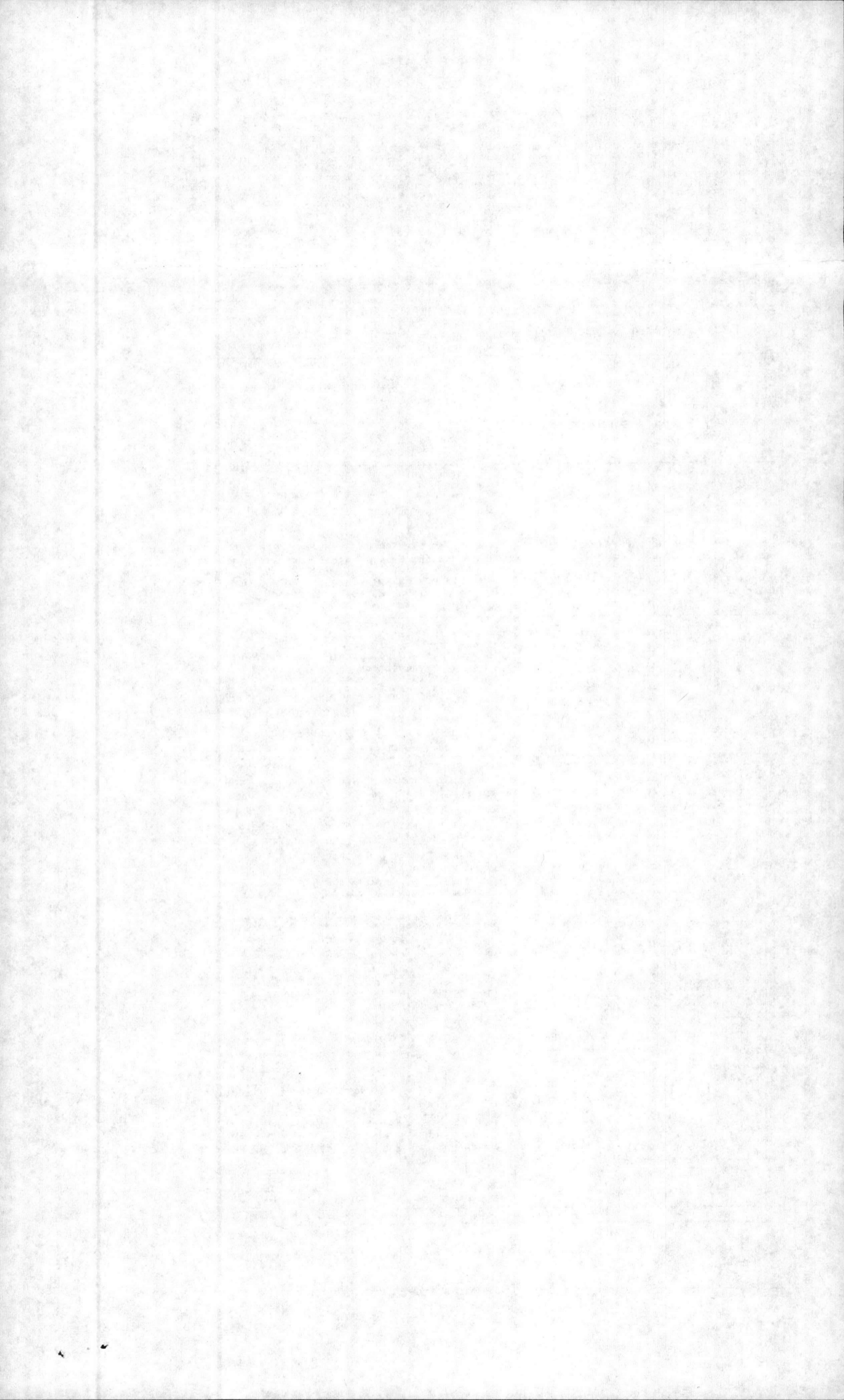
NORTH CAROLINA Onslow COUNTY, The foregoing certificate of Anna K. Beverly is certified to be correct. This 4 day of May, 1972.

The annexed certificate of County, North Carolina is adjudged to be correct, and it appears that the execution of the foregoing instrument has been duly proved and the instrument and the certificate registered.

Witness my hand this the day of Mildred M. Thomas, Register of Deeds - Clerk Superior Court

Filed for Registration on the 4 day of May 1972, at 3 o'clock P.M., and registered in the Office of the Register of Deeds for Onslow County, in Book No. 413, page 400
Mildred M. Thomas
Register of Deeds

To Have and to Hold, all and singular, the right-of-way and the rights hereinbefore granted unto the said North Carolina State Highway Commission, its successors and assigns forever; however, this grant is made strictly subject to any existing liens, leases, easements, servitudes, right-of-way or other encumbrances affecting the above described land whether of record or on the ground. And provided that said premises shall revert to the grantor if and when said premises are no longer needed or used by the grantee for highway purposes or matters in connection therewith. The alignment map hereto attached is by reference made a part of this agreement. (map not attached)
All trees or timber cut from this right-of-way shall be cut into five (5') feet three (3") lengths and be left staked adjacent to the right-of-way for the use of the grantor.



VANCE HUMPHREY AND WIFE
AND
JAMES MORGAN

AGREEMENT.

5-24-49

NORTH CAROLINA: ONSLOW COUNTY:

THIS AGREEMENT made and entered into this 23 day of May 1949, by and between Vance Humphrey and wife Zelphia Humphrey of Onslow County, N.C. parties of the first part and James Morgan of Onslow County, N.C. party of the second part.

WITNESSETH; That for and in consideration of One Thousand (\$1000.00) Dollars to them in hand paid by said party of the second part the receipt of which is hereby acknowledged the said parties of the first part have contracted and agreed and do hereby contract and agree to sell and convey unto said party of the second part his heirs and assigns all that certain tract or parcel of land situate lying and being in Richlands Township, Onslow County, N.C. said tract or parcel of land being known as the John Foust Store also known as the "East End Cafe."

And the said parties of the first part hereby contract and agree to execute and deliver to said party of the second part his heirs and assigns-at their request on or before the 31st day of December, 1949, a good and sufficient deed for the said lands with full covenants and warranty; provided and upon condition nevertheless, that said party of the second part his heirs and assigns pay to said parties of the first part their representatives or assigns the sum of Three Thousand and five Hundred (\$3,500.00) Dollars, payable on or before the 31st day of December, 1949 as aforesaid.

The said party of the second part hereby agrees to and with said parties of the first part that upon receipt of the aforesaid good and sufficient warranty deed to be executed and delivered at the request of said party of the second part on or before the 31st day of December, 1949, he will pay to said parties of the first part or their representative or assigns, in addition to the payment already made the said sum of Three Thousand and five Hundred Dollars, the same being the balance of the sum hereby agreed upon as the purchase money for the said tract of land.

It is understood and agreed by the parties to these presents that said sale is to be made at the option of the party of the second part to be exercised on or before the 31st day of December, 1949.

It is further agreed by the parties hereto that if the party of the second part does not demand of said parties of the first part the deed herein provided for and tender payment as herein provided for on or before the 31st day of December, 1949 then this agreement is to be null and void and the said parties of the first part their heirs and assigns shall be at liberty to dispose of said land to any other person or use same as they see fit.

IN WITNESS WHEREOF the said parties have hereunto set their hands and affixed their seals the day and year first above written;

Vance Humphrey (SEAL)
Zelphia Humphrey (SEAL)
James Morgan (SEAL)

I, J. R. Shaw J. P. Do hereby certify that Vance Humphrey, Zelphia Humphrey and James Morgan personally appeared before me this 23rd day of May 1949 and duly executed the within agreement.

J. R. Shaw, J. P.

NORTH CAROLINA:
ONSLOW COUNTY:

The foregoing certificate of J. R. Shaw, J. P. of Onslow County is adjudged to be correct and sufficient. Let the instrument together with certificates be registered.

Witness my hand and seal this the 24 day of May, 1949.

Nora E. Phillips, Asst. Clerk Superior Court.

Filed for registration at 11 o'clock A.M. May 24, 1949; and duly recorded May 24, 1949.

Mildred Morton, Register of Deeds.

DEED 5-25-49

J. J. COLE ET ALS
TO
FLOYD H. WILLIAMS.

THIS DEED, Made this 13th day of April, 1948, by J. J. Cole, W. E. Sabiston, and G. W. Jones, Trustees of the Jacksonville Cemetery, Onslow County, North Carolina, parties of the first part, to Floyd H. Williams of Onslow County, North Carolina party of the second part:

WITNESSETH, that said parties of the first part in consideration of Fifty (\$50.00) Dollars, to them paid by Floyd H. Williams the receipt of which is hereby acknowledged, have bargained and sold and by these presents do grant, bargain, sell and convey to

