

Mail: Roadway Services, Inc.  
P.O. Box 88, 1077 George Blvd.  
Akron, OH 44309-0088  
107  
DRIVEWAY ENTRANCE EASEMENT

BK1720 P1416



This Agreement is made this 24 day of June, 1991, by and between P & L Enterprises, ~~Inc.~~, a North Carolina ~~corporation~~ <sup>General Partnership</sup>, whose address is \_\_\_\_\_ ("Grantor") and Roadway Express, Inc., a Delaware corporation, whose address is c/o Roadway Services, Inc., P.O. Box 88, 1077 George Boulevard, Akron, Ohio 44309-0088, Attn: Properties Department ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain real estate situated in the county of Forsyth and state of North Carolina, which real estate is described in Exhibit A attached hereto and made a part hereof (hereinafter, "Parcel 1"); and

WHEREAS, Grantee is the owner of that certain real estate situated in the county of Forsyth and state of North Carolina, which real estate is adjacent to Parcel 1, and is described in Exhibit B attached hereto and made a part hereof (hereinafter, "Parcel 2"); and

WHEREAS, Grantor and Grantee wish to provide for the grant to Grantee of an easement for the purpose of widening the entrance to an existing driveway on Parcel 2, and to provide for the removal of certain trees from Parcel 1;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, nonexclusive easement for vehicular and pedestrian ingress, egress and access to and from Parcel 2 and North Carolina Highway 66, Winston-Salem, North Carolina, over, upon, across, under, and through that portion of Parcel 1 depicted as the "Area of Easement" on Exhibit C attached hereto and made a part hereof (hereinafter the "Driveway Entrance Easement"). Grantor further grants to Grantee the right, at Grantee's sole cost and expense, to construct, repair, maintain and replace within the Driveway Entrance Easement a hard paved driveway approach and related facilities. Grantor hereby consents to the relocation, at no expense to Grantor, of the utility pole within the Driveway Entrance Easement, to the new location depicted on the Exhibit C attached hereto and made a part hereof.
2. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, nonexclusive easement to go onto such portions of Parcel 1 as is necessary from time to time for Grantee to construct and maintain the Driveway Entrance Easement. Grantee agrees to repair or replace any improvements or landscaping damaged or destroyed during any such construction or maintenance activities.

NO VALUABLE CONSIDERATION

3. Grantee, at its sole cost and expense, within one hundred twenty (120) days after the full execution of this Agreement, agrees to remove from Parcel 1 and dispose of all of the trees that are located along the northern boundary of Parcel 1, including the removal of the stumps of such trees, and rough grade the areas from which its trees are removed.
4. Notwithstanding anything in this grant of easement to the contrary, if Grantee does not commence actual construction of the Driveway Entrance Easement area within one hundred twenty (120) days after the date of full execution hereof, the easement granted herein, and all of the rights and obligations of the parties hereunder, shall automatically terminate and be of no further force and effect.
5. Grantor for its successors and assigns, hereby warrants and covenants with Grantee, its successors and assigns, that Grantor is the true and lawful owner in fee simple of Parcel 1 and has good right and full power to grant and convey the easements and rights herein granted, and will warrant and defend the easements and rights herein granted against all claims of all persons whomsoever. All provisions of this Grant of Easement including the covenants, benefits and burdens shall run with the land and be binding upon and inure to the benefit of the successors and assigns, tenants, agents and employees of both Grantor and Grantee.

GRANTOR:

P &amp; L ENTERPRISES, INC.

By:

James Paloumbas

General Partnership

By:

Thomas Leloudis

General Partnership

GRANTEE:

ROADWAY EXPRESS, INC.

By:

Name: M. W. Wickham

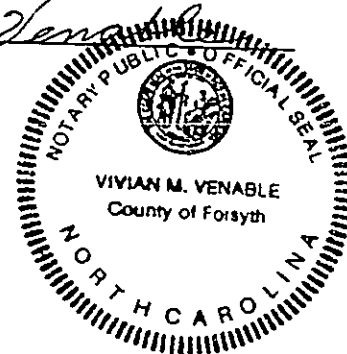
Title: President

STATE OF N.C. )  
COUNTY OF Forsyth ) ss:

Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared James Paloumbas and Thomas Leloudis, as General Partners, of P & L Enterprises, Inc., a North Carolina corporation, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that the same was their free act and deed and they executed the same for the purpose and consideration therein expressed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kernersville, N.C., this 12th day of June, 1991.

Vivian M. Venable  
Notary Public



STATE OF OHIO )  
COUNTY OF SUMMIT ) ss:

Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared M.W. Wickham, as President, of Roadway Express, Inc., a Delaware corporation; known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was his free act and deed and he executed the same for the purpose and consideration therein expressed.

In Testimony Whereof, I have hereunto set my hand and official seal at Akron, Ohio, this 24 day of JUNE, 1991.

Karen A. Keasling  
Notary Public

KAREN A. KEASLING, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires April 12, 1994

This instrument prepared by:

Neil Van Winkle  
Attorney  
ROADWAY SERVICES, INC.  
P.O. Box 88  
Akron, Ohio 44309-0088  
(216) 258-6117

nvw154/jah  
5/29/91

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Vivian M. Venable, N.C. (here give name and official title of the officer signing the certificate passed upon)

Forsyth Co. N.C. and Karen A. Keasling N.C., Summit Co., Ohio

are certified to be correct. This the 18 day of July, 1991.

L. E. SPEAS  
REGISTER OF DEEDS  
FORSYTH CO., N.C.

L. E. Speas, Register of Deeds

By

Janet Bottoms Deputy Assistant

Probate and Filing Fee \$ 18.00 paid.

# EXHIBIT "A"

BK1720 P.1419

## EXHIBIT "A"

### Tract #1 (Old Captain Tom's)

BEGINNING at a new P.K. nail lying in the northern margin of the right of way of Plaza South Drive, said P.K. nail also lying in the eastern margin of the new right of way of North Carolina Highway No. 66, said nail being the northwestern terminus of Plaza South Drive as it intersects with North Carolina Highway No. 66; thence from said beginning point with new eastern margin of the right of way of North Carolina Highway No. 66, North 06° 42' 08" East 121.04 feet to a new iron pipe; thence South 86° 35' 10" East 339.58 feet to a P.K. nail in wall; thence with a new line South 04° 16' 13" West 117.74 feet to a new iron pipe lying in the northern margin of the right of way of Plaza South Drive; thence with the northern margin of the right of way of Plaza South Drive North 87° 06' 13" West 344.78 feet to a new P.K. nail lying in the eastern margin of the new right of way of North Carolina Highway No. 66, the point and place of BEGINNING. Containing .937 acres more or less according to an unrecorded map and survey by Larry L. Callahan, R.L.S., dated January 13, 1987. Said parcel being designated as Block 5644C, Lot 103B save and except that property conveyed unto Tommy Leloudis in Deed Book 1598, Page 1342, Forsyth County Registry. For back title see Deed Book 1264, Page 26.

### Tract 2 (Old Captain Tom's)

BEGINNING at a new iron pipe lying in the eastern margin of the new right of way of North Carolina Highway No. 66, said iron being distant North 06° 42' 08" East 121.04 feet from a new P.K. nail lying in the northern margin of the right of way of Plaza South Drive as it intersects with the new eastern margin of North Carolina Highway No. 66; thence from said beginning iron, with the new eastern margin of the right of way of North Carolina Highway No. 66 North 05° 30' 57" East 140.37 feet to a new iron pipe lying in the new eastern margin of the right of way of North Carolina Highway No. 66; thence South 86° 39' 12" East 336.61 feet to an existing iron pipe; thence South 04° 16' 13" West 140.76 feet to a P.K. nail in a wall; thence North 86° 35' 10" West 339.58 feet to a new iron pipe lying in the new eastern margin of the right of way of North Carolina Highway No. 66, the point and place of BEGINNING, containing 1.091 acres more or less according to an unrecorded map and survey by Larry L. Callahan, R.L.S., dated January 13, 1987. Said property being block 5644C, Lot 101B and the western half of Lot 102B. For back title see Deed Book 1016, Page 295, Forsyth County Registry.

For reference to the new right of way of North Carolina Highway No. 66, see Deed Book 1502, Page 48, Deed Book 1502, Page 48, Deed Book 1509, Page 633, Forsyth County Registry.

#### RECORDERS MEMO

Record of Poor Quality  
Due to Condition of  
Original

1598 P1332

# EXHIBIT "B" BK1720 P1420

THIS DEED DRAWN BY Ed H. Harris  
 Mail to Jack F. Canady, Atty Reynolds Building 177  
(Name) (Street and Number) (City) (State)

THIS DEED Made this the 17th day of September, 1960, by  
Roy L. Tharpe and his wife Minnie L. Tharpe

of Forsyth County, State of North Carolina,  
 parties of the first part, to Roadway Express, Inc., a Corporation with its principal North  
Carolina Office in XX Forsyth County, State of North Carolina, part y of the second part;

Witnesseth That the said parties of the first part, in consideration of (\$ 10.00 ) Ten Dollars  
 and other valuable considerations to them paid by the said part y of the second

part, the receipt of which is hereby acknowledged, ~~has~~ have bargained and sold, and by these presents do  
 bargain, sell and convey unto the said part y of the second part and its successors ~~and assigns~~ <sup>and assigns</sup> a tract or parcel of  
 land in the County of Forsyth and State of North Carolina, in Kernersville Township, and bounded as follows:

BEGINNING at a stake in the center of the Kernersville-High Point Road, said  
 stake being the Southwest corner of lot No. 4 on the plat of the lands of the heirs  
 of A. H. McKaughan, deceased, and running thence with the center of said road the  
 following two courses: South 1 degree 45 minutes West 200 feet; South 3 degrees  
 30 minutes West 427.8 feet to a stake, corner of Lot No. 6; thence with the line  
 of lot No. 6 and continuing with Stafford's line South 86 degrees 26 minutes  
 East 2647.2 feet to a stake, Kirkman's line; thence with his line North 14  
 degrees 50 minutes West 370 feet and North 7 degrees 59 minutes West 289.1 feet  
 to a stake, corner of lot No. 4; thence with the line of lot No. 4 North 86  
 degrees 30 minutes West 2477 feet to the place of BEGINNING, and containing 41.75  
 acres, more or less; and being known and designated as tract No. 5 on the plat of  
 the lands of the heirs of A. H. McKaughan, deceased, which said plat is duly  
 recorded in the office of the Clerk of the Superior Court of Forsyth County, N. C.  
 in Plat Book No. 1, Page 26, and also recorded in the office of the Register of  
 Deeds of Forsyth County, N. C., in Plat Book 11, Page 230, which see said plats  
 for a more particular description of said property.



The above land was conveyed to grantor by Mrs. Besúie Egan See Book No. 782 Page 436  
 TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said  
 part y of the second part and its successors ~~and assigns~~ and assigns forever.  
 And the said part ~~ies~~ of the first part do covenant that they ~~are~~ <sup>are</sup> seized of said premises in fee and  
 have the right to convey the same in fee simple; that the same are free from incumbrances; and that they  
 will warrant and defend the said title to the same against the claims of all persons whatsoever.

IN TESTIMONY WHEREOF the said parties of the first part have hereunto set their hands and seals

Roy L. Tharpe (Seal)  
Minnie L. Tharpe (Seal)  
 (Seal)  
 (Seal)

I, Walter S. Linnick, a Notary Public of Forsyth County, North Carolina, do hereby certify that Roy L. Tharpe and his wife Minnie L. Tharpe grantors, each personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance. Witness my hand and notarial seal this the 19<sup>th</sup> day of September, 1960. My commission expires October 23 1961, 1960. Walter S. Linnick Notary Pub

STATE OF NORTH CAROLINA—Forsyth County

I, \_\_\_\_\_, a Notary Public of Forsyth County, North Carolina, do hereby certify that \_\_\_\_\_ and his wife \_\_\_\_\_ grantors, each personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance. Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. My commission expires \_\_\_\_\_, 19\_\_\_\_. \_\_\_\_\_ Notary Pub

STATE OF NORTH CAROLINA—Forsyth County

The foregoing certificate of Walter S. Linnick, a Notary Public of Forsyth County, North Carolina, is (are) adjudged to be correct. Let the said deed and this certificate be registered. Witness my hand this the 20 day of September, 1960. No. 25130 Probate fee 25c paid Walter S. Linnick Deputy, Clerk Superior Co

Filed for registration on the 20 day of Sept, 1960, at 11:56 o'clock, a and duly recorded in the office of the Register of Deeds of Forsyth County, N. C., in Deed Book 412 Page 177

Fee \$ 1.00 paid. EUNICE AYERS, Register of Deeds By Ruth Barron Deputy Register of Deeds

RK1720 P1421

[illegible]