

Issued Jan 24 2001  
 PREPARED BY AND RETURN TO **2003** \$200.00  
 G. KEITH WHITED, ATTORNEY AT LAW **CASWELL**  
 HAWKINS & WHITED, L.L.P. **State of North Carolina**  
 POST OFFICE BOX 1379 **Deal Estate Excise Tax**  
 GRAHAM, N.C. 27253

FILED in CASWELL County, NC  
 on Jan 24 2001 at 04:24:48 PM  
 by: DELORES S. DAMERON  
 REGISTER OF DEEDS  
 BOOK 380 PAGE 954

Excise Tax \$200.00

STATE OF NORTH CAROLINA  
 COUNTY OF ALAMANCE

GENERAL WARRANTY DEED

This GENERAL WARRANTY DEED made and entered into this the 23 day of January, 2001, by and between BEAMON ROGER BUSICK and wife, PATRICIA A. BUSICK, of Caswell County, North Carolina, hereinafter referred to as Grantors, party of the first part, and

**CLEARWATER SPRINGS OF CASWELL, INC.**  
 A North Carolina Corporation  
 55 Byrd Road  
 Mebane, North Carolina 27302

hereinafter referred to as Grantee, party of the second part.

WITNESSETH, that the Grantors, for a good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all those certain tracts or parcels of land situated in Anderson Township, Caswell County, State of North Carolina, and being more particularly described as follows:

All that certain tract or parcel of land in Anderson Township, Caswell County, State of North Carolina, adjoining now or formerly the lands of J.P. Whited, Sr., State Road 1765, known as Prospect Church Road, State Road 1764, known as Byrd Road, the remaining lands of the Grantor, the lands of Roy Lee Compton, and others, and being 15.73 acres, more or less, and bounded as follows:

BEGINNING at a calculated point in the center of the intersection of the rights of way for State Road No. 1765 (Prospect Church Road), and State Road No. 1764 (Byrd Road), and continuing along the center line of the right of way for State Road No. 1764 (Byrd Road), South 07 deg. 23 min. 36 sec. West 623.35 feet to a point in the centerline of the right of way for State Road No. 1764 (Byrd Road); thence again along the centerline of said road right of way, South 06 deg. 09 min. 36 sec. West 171.00 feet to a point in the centerline of said road right of way; thence again along the center of said road right of way, South 01 deg. 20 min. 24 sec. East 169.14 feet to a point in the centerline of said road right of way; thence again along the center of said road right of way, South 03 deg. 29 min. 24 sec. East 967.80 feet to a point in the centerline of said road right of way, a corner with the lands of Roy Lee Compton; thence along the line with Compton, North 86 deg. 50 min. 24 sec. West 367.47 feet to a new iron pipe, corner with the lands of the Grantor; thence along a new line with the lands of the Grantor, North 03 deg. 29 min. 24 sec. West 1087.76 feet to a new iron pipe in the line with the Grantor; thence along the new line with the Grantor, North 06 deg. 58 min. 39 sec. East 756.78 feet to a point in the centerline of State Road No. 1765 (Prospect Church Road), thence along the center of the right of way for State Road No. 1765 (Prospect Church Road) the following courses and distances: North 89 deg. 10 min. 36 sec East 50.53 feet to a point; thence North 82 deg. 28 min. 36 sec. East 156.42 feet to a point; and thence North 75 deg. 18 min. 36 sec. East 177.08 feet to a point, and being the point and place of the BEGINNING, containing 15.73 acres, more or less, according to a plat and survey performed by J. Leo Boswell, Registered Land Surveyor, dated November 27, 2000, and recorded in Plat Book 14, at page 228, Caswell County Register of Deeds.

The Grantor reserves unto his use as a permanent easement for ingress and egress the

60 foot strip of land as shown on the Plat in Plat Book 14, at page 228, Caswell County Registry, as a means of access from State Road 1764 (Byrd Road) to the remaining lands of the Grantor.

The Grantors herein further covenants with the Grantee, their heirs and assignees forever, and restricts the use of a portion of their remaining property and lands, said restrictive covenant to apply to the 500 feet of the remaining property of the Grantors that lies adjacent to the property conveyed herein and on its western boundary, and restricts the use thereof as follows:

There shall be no development, construction, housing or any structure of any kind or nature constructed thereon, for residential or other purposes, including subsurface waste disposal systems, and shall be, during the term of these restrictions, a Water Protection Buffer Area, as shown on Plat in Plat Book 14, at page 228, Caswell County Registry.

The restrictions hereon shall be appurtenant to and run with the lands of the Grantor for a term of twenty five (25) years, and thereafter shall be automatically renewed for successive terms of (10) years unless released by the Grantee herein, or its assigns.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges thereunto belonging to him, the said party of the second part, and his heirs and assigns, free and discharged from all right, title, claim or interest of the said parties of the first part, or anyone claiming by, through, or under them.

The above described property was acquired by the Grantors by Deed recorded in Book 230, at Page 318 of the Caswell County Registry.

The Grantors covenant that they are seized of the said real property in fee simple, that they have the right to convey the same in fee simple, that the title hereto is marketable and free and clear of encumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated:

Any and all easements, restrictions, rights of way, of record, if any, and ad valorem property taxes for 2000.

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

NORTH CAROLINA, CASWELL COUNTY

Persuant to Chapter 391 of the 1977 Session Laws of the State of North Carolina, that the foregoing described realty is not subject to and that all delinquent taxes upon said realty have been paid this the 29th day of Jan. 2001.

By: [Signature]  
Caswell County Tax Department

[Signature] (SEAL)  
BEAMON ROGER BUSICK

[Signature] (SEAL)  
PATRICIA A. BUSICK

NORTH CAROLINA  
ALAMANCE COUNTY

I, Jennifer Barnhardt, a Notary Public for the above State and County, do hereby certify that Beamon Roger Busick, and wife Patricia A. Busick, personally appeared before me this day and acknowledged the due execution of the foregoing deed for the purposes therein expressed.

Witness my hand and notarial seal, this the 23rd day of January, 2001.

[Signature]  
Notary Public

My commission expires: 12-12-01

North Carolina - Caswell County  
The foregoing certificate of Jennifer Barnhardt, Notary Public of Alamance County, N.C. is certified to be correct. Filed for recordation in the Caswell County Register of Deeds Office on the 24th day of January, 2001. Delores S. Dameron, Register of Deeds

BY:

[Signature]  
Assistant

