

## AGREEMENT

1906 FEB 8 11 11 9 42  
This Agreement is entered into between Joshua F. Schneider and wife Freddie Sokol Schneider, parties of the first part, hereinafter referred to as "Grantors" and Robert Linville Bumgarner and wife Isabel Cristina Bumgarner, parties of the second part, hereinafter referred to as "Grantees." The terms and conditions of this Agreement are as follows:

1. The parties hereto have heretofore entered into a contract under the terms of which the Grantors have agreed to sell and convey to the Grantees and the Grantees have agreed to purchase from the Grantors Lots 7, 8, 9 and 10 of Antigua Subdivision as shown on map recorded in the Office of the Wilkes County Registry in Map Book 8 Page 156.

2. As a condition for the sale and purchase of the property, Grantors have agreed to give and grant unto Grantees the right of first refusal on the purchase of Lot 6 Antigua Subdivision and in addition thereto have agreed that the buyer shall have the sole discretion in the placing of any houses, dwellings or other structures upon Lots 7, 8, 9 or 10 either individually or in the aggregate. Both of these concessions are considered by the parties to this agreement as being a part of the consideration for the purchase of the Lots hereinabove referenced.

3. In accordance with this agreement, the Grantors do hereby agree as follows:

A. Grantors do hereby give, grant and convey under Grantees the right of first refusal to purchase Lot 6 of Antigua Subdivision. The method of implementing the right of first refusal is as follows: If the Grantors elect to sell Lot 6 and place a purchase price thereon, or if the Grantors receive an offer to purchase on Lot 6 which the Grantors consider an acceptable offer, then and in either of these events the Grantors shall notify the Grantees of the proposed purchase price and shall give the Grantees thirty (30) days in which to exercise the right of first refusal or in which to decline the same. If the Grantees elect to accept the purchase price, then the Grantors will convey Lot 6 to the Grantees by Warranty Deed. If the Grantees elect not to purchase Lot 6, then the Grantees shall provide Grantors with a notarized statement, suitable for recording in the Wilkes County Registry, that they elect not to purchase Lot 6. If the Grantees elect not to purchase Lot 6 and fail to provide the notarized statement within the thirty (30) day period, then Grantors may serve a notice by certified mail on Grantees that their right of first refusal to purchase Lot 6 has expired, place that notice and the postal return receipt on record in the Wilkes County Registry and thirty (30) days after such filing in the Register of Deeds the right of first refusal given to the Grantees shall expire without further action or notice.

B. With reference to Antigua Restriction Number 11 as the same appears in Book 623 Page 702 Office of the Wilkes County Registry, the Grantors do hereby relinquish unto the Grantees their right retained therein to control and/or to decide the precise site and location of any houses, dwelling or other structures upon Lots 7, 8, 9 and 10 and agree that the Grantees shall have absolute and sole discretion to choose the precise site and location of any houses, dwellings or other structures upon Lots 7, 8, 9 and 10 either individually or in the aggregate,

provided that the location of said houses, dwellings or other structures shall not violate the following setback lines: the front and rear setback lines on lots 7, 8, 9 and 10, the side setback line on the side of lot 7 adjoining lot 6 and the side setback line on the side of lot 10 adjoining lot 11 provided further that no utility and/or drainage easement may be imposed on the side lot lines between lots 7 & 8, between lots 8 & 9 or between lots 9 & 10. The relinquishment by Grantors of the right to control the location of the house, dwellings or other structures shall not be construed as relinquishing or amending any other restriction upon Antigua Subdivision.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 7<sup>th</sup> day of February, 1996.

Joshua F. Schneider (SEAL)  
Joshua F. Schneider

Freddie Sokol Schneider (SEAL)  
Freddie Sokol Schneider

STATE OF NORTH CAROLINA

COUNTY OF Albemarle

I, a Notary Public of the said County and State, do hereby certify that Joshua F. Schneider and wife Freddie Sokol Schneider each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp or seal this 7<sup>th</sup> day of February, 1996.

Royanne W. Scantlen  
Notary Public

My commission expires:

NORTH CAROLINA WILKES COUNTY

The foregoing certificate of

Richard L. Woodruff  
Register of Deeds

Royanne W. Scantlen  
is certified to be correct

By Dorcas Caldwell  
Deputy/Asst Register of Deeds