

Workflow No. 2075106 *KJ*

Doc ID: 017963040003 Type: CRP
 Recorded: 11/06/2006 at 12:19:08 PM
 Fee Amt: \$20.00 Page 1 of 3
 Excise Tax: \$0.00
 Workflow# 2075106
 Buncombe County, NC
 Otto W. DeBruhl Register of Deeds

BK 4312 Pg 1921-1923

NORTH CAROLINA GENERAL WARRANTY DEEDExcise Tax \$ *NONE*

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 2006 by _____

Mail after recording to Van Winkle, Buck, Wall, Starnes, & Davis, P.A. Attorney's Initials: ALSJR
Post Office Box 7376, Asheville, NC 28802-7376 **BOX 55**This instrument was prepared by: Van Winkle, Buck, Wall, Starnes, & Davis, P.A. (A.L. Sneed, Jr.)Brief description for the Index: 5.0 Acre Common AreaTHIS DEED made this 25 day of October, 2006, by and between:**GRANTOR**

BROWNCOR, INC.,
 A North Carolina Corporation
 200 Racquet Club Road
 Asheville, NC 28803

GRANTEE

Butler Mountain Bald, Inc.
 A North Carolina Corporation
 65 Pinkerton Corner
 Fairview, NC 28730

Copy

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in the City of N/A, Biltmore Township, Buncombe County, North Carolina, and more particularly described as follows:

A five (5.0) acre parcel of land, more particularly described as BEGINNING at a point which is located: (i) South 02 07 01 East degrees 456.39 feet from a magnetic nail at the northwest corner of Lot 338 as shown on Plat Book 115, Page 182 of the Buncombe County Registry; and (ii) located north 26° 11' 30" West 329.50 feet from NCGS Station Butler North 666357.75 East 968253.62 NAD 1983, and from the beginning point so located running the following courses and distances: North 90° West 127.69 feet, thence South 10° 55' 31" East 479.96 feet, thence South 50° 10' 23" East 244.55 feet, thence North 88° 24' 32" East 121.27 feet to the point in the centerline of the access easement (the beginning point of the easement), thence North 88° 24' 32" East 37.98 feet to a corner, thence North 2° 41' 02"

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East 283.30 feet to a point, thence North 12° 27' 348.67 feet West to a corner with a number 4 rebar set, thence North 90° West 248.36 feet to the point and place of BEGINNING, containing 5.0 acres.

TOGETHER WITH a non-exclusive easement of access to the above-described parcel for the purposes of ingress, egress and regress, more particularly described as follows: BEGINNING at the point in the southern boundary of the above described 5.0 acre parcel and thence from said BEGINNING point running the following courses along the centerline of the easement: South 41° 48' 22" East 184.05 feet, thence South 37° 48' 33" East 240.77 feet, thence South 70° 08' 29" East 57.01 feet, thence South 40° 43' 39" East 77.72 feet to a point in the centerline of Ebby Ridge Road, the said easement being the 30-feet in width, 15 feet on either side of the above centerline and an easement of access over the roads in Butler Mountains and Highlands to the above described easement.

SUBJECT TO the rights of property owners in the Butler Mountain Highlands for access to the said 5.0 acre parcel as a common area as described in the Restrictive Covenants of Butler Mountain Highlands. Book 2404, Page 510 and Deed Book 3401, page 56 of the Buncombe County Registry and SUBJECT to the rights of Lot Owners in Butler Mountain Highlands for access to the said 5.0 acre tract as a common area.

THIS CONVEYANCE IS MADE FOR THE BENEFIT OF AND SUBJECT TO THE RIGHTS OF all purchasers of lots within the boundaries of the parcels originally acquired by E. S. Brown in Deed Book 1089, Page 171 and all parcels shown in the Kerney McNeil Subdivision for access to the said 5.0 acre parcel as a common area to be enjoyed in common with all others having such rights and at all times subject to reasonable, fair and non-discriminatory rules of conduct in use to be set by the Grantee herein. This easement shall not vest in property owners in Butler Mountain Estates, Plat Book 42, Page 189 and 190 and Butler Mountain Estates Section 2 and Section 3 until such property owners have executed and recorded an Acknowledgment of Deed for Common Area. Once this easement vests, it is an easement appurtenant to the Lot or Lots owned by such grantees of lands within the bounds of Deed Book 1089, Page 171.

AND SUBJECT FURTHER TO:

- 1). The Restrictive Covenant that no structure shall be built upon the said 5.0 acre parcel other than recreational structures and picnic structures, except an underground water tank and ancillary equipment and housing may be installed thereon by Grantor so long as the tank is underground and the ground covering the same has been restored.
- 2). An easement retained by the Grantor for the benefit of itself, its successors and assigns for the installation of a water tank and ancillary equipment on the said parcel at a location selected by Grantor, subject to the requirement that the said water tank shall be entirely underground and the surface restored when installation is complete;
- 3). Subject to an easement in favor of Grantor, its successors and assigns for ingress, egress and repair and maintenance of the water tank and the installation and maintenance of water lines from the tank to the boundary of the property conveyed herein; and
- 4). The right of Grantor, its successors and assigns to install water lines running to the water tank installed on said property.
- 5). Grantor shall screen any above ground structures associated with the water tank with appropriate vegetation.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 2270, Page 142.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

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And Grantor covenants with Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements, covenants, conditions and restrictions of record; 2006 ad valorem taxes, which are not yet due and payable; and utilities physically located on the property

IN WITNESS WHEREOF, Grantor has hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

BROWNCOR, INC.

By: [Signature] President (SEAL)

E. S. Brown, Jr.

ATTEST: [Signature] Secretary (SEAL)

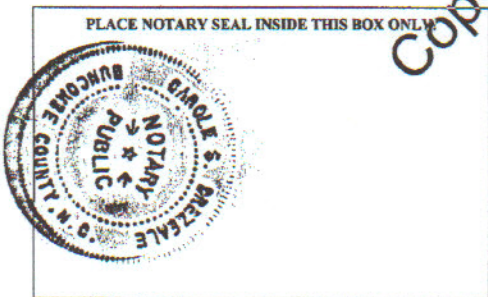
Jane B. McNeil

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Carole S. Brezeale, a Notary Public of the State and County aforesaid, do hereby certify that E. S. Brown, Jr., personally appeared before me this day and acknowledged that he is President of Browncor, Inc., a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 25th day of October, 2006.



Carole S. Brezeale
Carole S. Brezeale, Notary Public
(Printed Name of Notary)
My Commission Expires: May 12, 2010