

522 94

Filed:  
22nd day of November, 1996  
@ 2:46 AM/PM  
Patricia A. Reel  
Register of Deeds  
McDowell County, N.C.

NO TAXABLE  
CONVEYANCE

Excise Tax \$-0- (Gift)

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.  
Verified by County on the day of 19  
by

Mall after recording to Blue Ridge Country Club Property Owners Association, Inc.

This instrument was prepared by Harrison & Poore, PA, PO Box 908, Spruce Pine, NC 28777

Brief description for the index  
North Cove Township

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 7th day of November, 1996, by and between

GRANTOR

GRANTEE

BLUE RIDGE COUNTRY CLUB I, LTD.,  
A Florida Limited Partnership

BLUE RIDGE COUNTRY CLUB PROPERTY  
OWNERS ASSOCIATION, INC.,  
A North Carolina Non-profit  
Corporation



APPROVED TO RECORD  
TAX DEPARTMENT  
Bula 11-22-96

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 the Grantor, for a 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 that certain lot or parcel of land situated in the City of North Cove Township, McDowell County, North Carolina and more particularly described as follows:

**BEGINNING** at the northernmost point of the property herein described, the same being N 49° 33' 54" W 451.59 feet from the beginning corner of that property described in Book 468, page 818 of the McDowell County Registry; thence S 55° 30' 58" E 68.44 feet to a point at the edge of the north fork of Catawba River, the same being S 58° 31' 51" E 238.15 feet from NCGS monument "Pond", N = 787,703.655 feet, E = 1,129,112.332 feet, NAD 27; thence with the edge of the river S 29° 58' 34" W 61.13 feet, S 26° 39' 50" W 33.61 feet, S 16° 07' 34" W 40.99 feet, S 24° 27' 12" W 58.22 feet, S 29° 53' 44" W 32.54 feet, S 27° 47' 36" W 33.81 feet, S 25° 46' 23" W 52.40 feet; thence leaving the edge of the river N 63° 35' 00" W 97.02 feet to an existing concrete monument; thence N 29° 48' 14" E 182.81 feet to a point; thence N 32° 41' 37" E 139.77 feet to the point of **BEGINNING**, containing .61 acre by DMD.

This conveyance is made subject to those Declarations of Restrictions of Record in Book 425, Page 704; Book 512, Page 521; Book 521, Page 977; and Book 522, Page 97, of the McDowell County Registry.

*mail to:*

Prepared by: Harrison &amp; Poore PA, Post Office Box 248, Spruce Pine, NC 28777

NORTH CAROLINA  
McDOWELL COUNTY

## EASEMENT AGREEMENT

This Agreement made and entered into this the 17 day of August 1998 by and between Blue Ridge Country Club I, Ltd, a Florida limited partnership, hereinafter also referred to as Grantor and Blue Ridge Country Club Property Owners Association, Inc., a North Carolina non-profit corporation, hereinafter also referred to as Grantee;

**WHEREAS**, the Grantor is the owner of that property of record in Book 468 Page 818 of the McDowell Country Registry; and

**WHEREAS**, the Grantee is the owner of that property of record in Book 522 Page 94 of the McDowell Country Registry, and located thereon the property known as the "Disposal System"; and

**WHEREAS**, the property of the Grantee does not have access, and adjoins and is enclosed by the property of the Grantor;

**NOW THEREFORE**, in consideration of ten dollars, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor conveys unto the Grantee the following:

A perpetual, non-exclusive easement appurtenant to the above described premises for the purposes of ingress, egress and regress, said easement being 15 feet in width and running from the most southerly corner of the property KNOWN AS THE Sewage Treatment Plant Parcel, see Map Book 5 Page 59 of the McDowell County Registry, to the nearest point on the CSX Railroad Right of Way (a 100 foot right of way); thence running with the CSX Railroad right of way in a westerly direction to a common corner with C.C. Young (Deed Book 315 Page 945); thence with the C.C. Young lands North 58 deg 54 min 06 sec West 452.75 feet, thence across Blue Ridge Drive to Catawba River Drive to US Highway 221, said 15 foot easement running with the existing roadway providing access to the Sewage Treatment Plant Parcel.

Also conveying unto the Grantee, its successors and assigns, a perpetual non-exclusive easement appurtenant to the lands of the Grantor for access to sewer, water, and all other lines associated with the Disposal System, including but not limited to, the underground sewer lines running across the property of the Grantor to the property of the Grantee.

**To have and to hold** the said rights and covenants to the parties, their successors and assigns, in title forever, it being agreed that the rights and easements hereby granted are appurtenant to and run with the land.

Return To: Guthrie, Davis  
719 E. Blvd, Charlotte, NC 28203

NORTH CAROLINA  
MCDOWELL COUNTRY

566 848

### MUTUAL AGREEMENT

**THIS AGREEMENT** is made and entered into this the 17<sup>th</sup> day of August 1998 by and between Blue Ridge Country Club I Ltd., a Florida Limited Partnership, hereinafter also referred to as "Party of the First Part", Blue Ridge Country Club Property Owners Association, Inc., a North Carolina non-profit corporation, hereinafter also referred to as "Party of the Second Part" or "POA", and Downing Blue Ridge, LLC, a North Carolina Limited Liability Company, also herein referred to as "Party of the Third Part";

**WHEREAS**, Party of the First Part is the owner of that property known as Blue Ridge Country Club Subdivision (the "Subdivision") and of record in Book 468 Page 818 of the McDowell Country Registry, and is also known as the "Declarant" under those Declaration of Covenants, Conditions and Restrictions of record in Book 425 Page 706, and as amended in Book 512 Page 421 and Book 522 Page 97 of the McDowell County Registry; and

**WHEREAS**, Party of the Second Part is the owner of that property known as the Sewage Treatment Parcel, such property being of record in Book 522 Page 94 of the McDowell County Registry, and is the governing body of the Property Owners of Blue Ridge Subdivision; and

**WHEREAS**, Party of the Third Part is now the owner of the golf course which adjoins the property of Party of the First Part and Party of the Second Part, such property of record in Book 566 Page 830 of the McDowell County Registry (the "Golf Course"); and

**WHEREAS**, the parties wish to set forth the various agreements which exist between them;

**NOW THEREFORE**, in consideration of ten dollars, the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follow:

1. Party of the Third Part, its successors and assigns, is hereby granted a perpetual non-exclusive easement appurtenant to hook onto and otherwise use and enjoy all utility lines and utility facilities located on or in the property of Party of the First Part and the property of Party of the Second Part including without limitation electrical, gas, cable, telephone, water, sewer and facilities and all other utilities of every description.

2. Party of the Third Part shall pay to the Party of the First or Second Part, whichever applicable, the sum of \$50.00 per month for water and sewer service for the Golf Pro Shop and for the Inn/Village facility, provided, however, that if the area known as Mulligans is added to the usage of Party of the Third Part, then an additional \$50.00 per month shall be added. Should Party of the First or Second Part increase the rates generally charged for water and sewer service provided to each Owner of a Home Site (as defined by the Declaration), Party of the Third Part shall also pay such additional charges. For purposes of such increases, the golf Pro Shop facility and the Inn/Village facility shall each be charged an amount equal to 1.6 times the charge for a single Home Site for each Owner of a Home Site (as defined in the Declaration). In the event that Party of the

Third Part makes additions or alterations to their property, then their access fees shall increase proportionately.

3. Party of the First Part and Party of the Second Part hereby assign, grant and convey to Party of the Third Part any and all rights and privileges granted to or reserved for the "Club" as that term is defined in Article 1, Section 4, of the Declaration, subject to the terms of any lease agreement existing on the property known as "Mulligans".

4. Party of the First Part and Party of the Second Part hereby release and discharge Party of the Third Part from any obligation to convey the Common Area as provided by Article IV Section 1 of the Declaration. Provided, that Party of the Third Part shall have the right, but not the obligation, to hereinafter convey the Common Area (as defined in the Declaration) to Party of the First Part or Party of the Second Part subject to such easements and restrictions as Party of the Third Part may deem appropriate.

5. It is understood and agreed that the Party of the Second Part, the Property Owners Association, shall maintain all Common Areas as defined in that Declaration of Covenants, Conditions and Restrictions of Record in Book 522 page 97 of the McDowell County Registry, specifically to include the Entrance Road and Designated Maintenance Items as defined therein, notwithstanding ownership of same by Party of the Third Part.

6. Party of the Third Part shall provide either memberships to the golf course or access to daily fee play to all current and future property owners in the Blue Ridge Country Club Subdivision. Rates payable by such property owners shall be equal to the lowest applicable rate available to any non-member player and property owners shall be subject to only those restrictions applicable to all players. If golf course memberships shall be available, property owners on today's date shall be deemed members and shall thereafter be obligated to pay all ordinary fees of membership. Any person becoming a property owner subsequent to today's date shall have the right to a golf club membership (if such memberships are available) at the then prevailing market rate for such memberships.

7. Party of the Third Part hereby grants a personal license unto Richard McDonald and Edward J. Meyer for golfing privileges at Blue Ridge Country Club at no cost throughout their natural lives; provided, however, that in the event of a sale or transfer of the property of Party of the Third Part, then Party of The Third Part shall use reasonable effort to continue the license use of Richard McDonald and Edward J. Meyer, but this shall not run with the land nor shall such license be assignable.

8. Party of the Third Part hereby affirms a lease unto the Party of the First Part office space in the existing exercise room of the Village Center at a cost of \$200.00 per month with all future annual adjustments in rental equal to the year to year change in the Consumer Price Index (Atlanta - All Categories) which is more particularly set forth in a separate written lease agreement. The term of this lease shall be for a period of time which shall expire one year after Party of the First Part conveys all of its property of record in Book 468 page 818 of the McDowell County Registry.

To have and to hold the said rights and covenants to the parties, their successors and assigns, in title forever, it being agreed that the rights and easements hereby granted to Party of the Third Part are appurtenant to and run with the Golf Course (and are also for the benefit of, and

maybe enforced by, any lender to Party of the Third Part which secures any loan by a lien on the Golf Course, including Branch Banking and Trust Company the current lender to the Party of the Third Part and any successors and assigns), and that the rights and easements hereby granted to Party of the Second Part are appurtenant to and run with the Sewage Treatment Plant, and that the rights and easements hereby granted to party of the First Part are appurtenant to and run with the Subdivision.

WHEREFORE the parties set their hands and seals on the date first above written.

BLUE RIDGE COUNTRY CLUB I, LTD., (SEAL)  
a Florida Limited Partnership,  
By its General Partner:  
Blue Ridge Country Club Inc., a Florida Corporation

by: Edward J. Meyer  
Edward J. Meyer,  
President of Blue Ridge Country Club, Inc.

Cristina A. Blakom  
Asst. Secretary  
[Corporate Seal]

Blue Ridge Country Club Property Owners Association, Inc.

By: Edward J. Meyer  
Edward J. Meyer, President

Attest:  
Cristina A. Blakom  
Secretary  
[Corporate Seal]

Downing Blue Ridge, LLC, a North Carolina limited liability company [SEAL]

By: Wayne Downing  
Wayne Downing, Member and Manager

Map No: Blue Ridge Country Club Property Owners Association, Inc.  
This instrument was prepared by Harrison & Poore, P.A., PO Box 248, Spruce Pine, NC 28777

QUITCLAIM DEED -- QD-1 Printed and for sale by James Williams & Co., Inc., P.O. Box 127, Yadkinville, N. C. 27055

STATE OF NORTH CAROLINA, McDowell County.

THIS DEED, Made and entered into this 31 day of August, 1998, by and between

Blue Ridge Country Club I, Ltd., a Florida Limited Partnership

of \_\_\_\_\_ County and State of North Carolina, hereinafter called Grantor, and

Blue Ridge Country Club Property Owners Association, Inc.

of McDowell County and State of North Carolina, hereinafter called Grantee, whose permanent mailing address

is \_\_\_\_\_

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to him in hand paid, the receipt of which is hereby acknowledged, has remised and released and by these presents does remise, release, convey, and forever quitclaim unto the Grantee, his heirs and/or successors and assigns, all right, title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in

North Cove Township, McDowell County, North Carolina,

and more particularly described as follows:

**BEGINNING** at the northernmost point of the property herein described, the same being N 49° 33' 54" W 451.59 feet from the beginning corner of that property described in Book 468, page 818 of the McDowell County Registry; thence S 55° 30' 58" E 68.44 feet to a point at the edge of the north fork of Catawba River, the same being S 58° 31' 51" E 238.15 feet from NCGS monument "Pond", N = 787,703.655 feet, E = 1,129,112.332 feet, NAD 27; thence with the edge of the river S 29° 58' 34" W 61.13 feet, S 26° 39' 50" W 33.61 feet, S 16° 07' 34" W 40.99 feet, S 24° 27' 12" W 58.22 feet, S 29° 53' 44" W 32.54 feet, S 27° 47' 36" W 33.81 feet, S 25° 46' 23" W 52.40 feet; thence leaving the edge of the river N 63° 35' 00" W 97.02 feet to an existing concrete monument; thence N 29° 48' 14" E 182.81 feet to a point; thence N 32° 41' 37" E 139.77 feet to the point of **BEGINNING**, containing .61 acre by DMD.

This conveyance is made subject to those Declarations of Restrictions of Record in Book 425, Page 704; Book 512, Page 521; Book 521, Page 987; and Book 522, Page 97, of the McDowell County Registry, and as rerecorded.

**AND FURTHER** being a portion of Tract #2 of that property described in Book 468, Page 818 of the McDowell County Registry.

**AND BEING** that property described in Map Book 5, page 69, of the McDowell County Registry.

**RESERVING** unto the Grantor those easements of record in Book 566, page 830, of the McDowell County Registry.

**SUBJECT** to that Easement Agreement of record in Book 566, page 828, of the McDowell County Registry, the terms of which are hereby incorporated by reference.

APPROVED TO RECORD  
TAX DEPARTMENT  
DB 9/1/98



FILED NO.  
SEP 4 9 55 AM '98

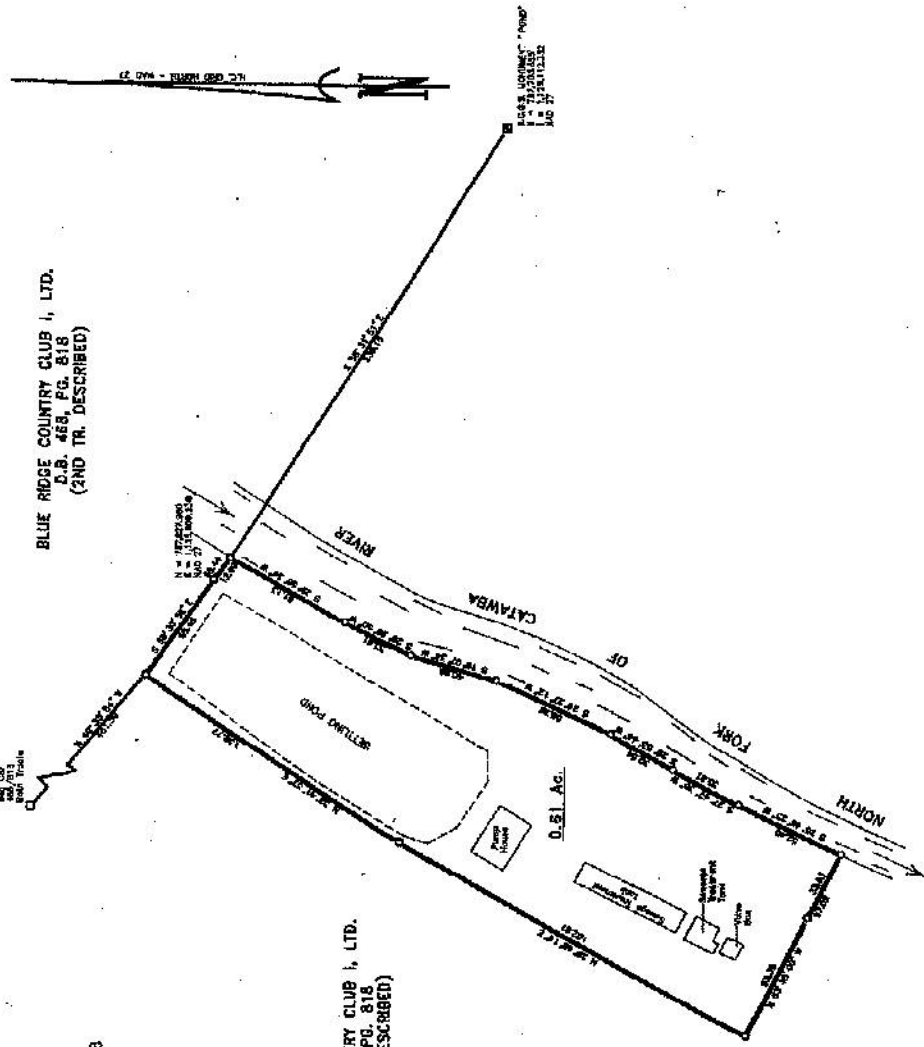
PATRICIA A REEL  
REGISTER OF DEEDS  
MCDOWELL COUNTY, NC

To have and to hold the aforesaid lot or parcel of land and all privileges thereunto belonging to him, the Grantee, his heirs and/or successors and assigns, free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or under him.

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.

568/476

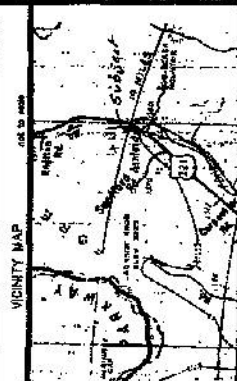
RDLG, LLC 10-118



1. This is a plat of the following lands:  
 2. The lands are situated in the County of \_\_\_\_\_ State of \_\_\_\_\_  
 3. The lands are situated in the \_\_\_\_\_ Township of \_\_\_\_\_ County, North Carolina.  
 4. The lands are situated in the \_\_\_\_\_ Block of \_\_\_\_\_ Subdivision of \_\_\_\_\_

THE ID NO. 1719-00-74-5131  
 REFERENCE IS MADE TO THE FOLLOWING PLATS OF SURVEY:  
 1. PLAT OF \_\_\_\_\_ AND \_\_\_\_\_ FOR THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY, N.C., IN \_\_\_\_\_ 1911, WITH A CORRECTION TO SAID PLAT, IN \_\_\_\_\_ 1912.  
 2. PLAT OF \_\_\_\_\_ AND \_\_\_\_\_ FOR THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY, N.C., IN \_\_\_\_\_ 1911, WITH A CORRECTION TO SAID PLAT, IN \_\_\_\_\_ 1912.  
 3. PLAT OF \_\_\_\_\_ AND \_\_\_\_\_ FOR THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY, N.C., IN \_\_\_\_\_ 1911, WITH A CORRECTION TO SAID PLAT, IN \_\_\_\_\_ 1912.

BY \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



1. This is a plat of the following lands:  
 2. The lands are situated in the County of \_\_\_\_\_ State of \_\_\_\_\_  
 3. The lands are situated in the \_\_\_\_\_ Township of \_\_\_\_\_ County, North Carolina.  
 4. The lands are situated in the \_\_\_\_\_ Block of \_\_\_\_\_ Subdivision of \_\_\_\_\_

ALL OTHERS CLAIMING BY OR THROUGH THEM TO HAVE ANY INTEREST IN THE LANDS HEREIN DESCRIBED ARE HEREBY CHALLENGED TO PRODUCE PROOF OF SUCH INTEREST TO THE REGISTER OF DEEDS WITHIN THE TIME SPECIFIED IN THE ORDER OF THE COURT.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

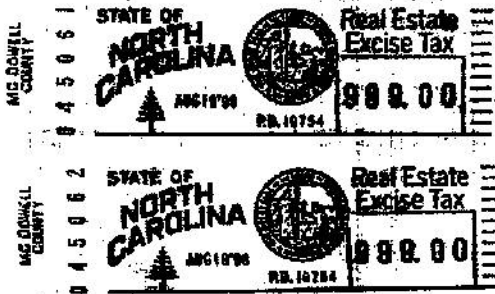
BLUE RIDGE COUNTRY CLUB I, LTD.  
 D.B. 468, PG. 818  
 (2ND TR. DESCRIBED)

BLUE RIDGE COUNTRY CLUB I, LTD.  
 D.B. 468, PG. 818  
 (2ND TR. DESCRIBED)

SURVEY OF A SEWAGE TREATMENT PLANT PARCEL OUT OF PROPERTY DESCRIBED IN A DEED TO  
**BLUE RIDGE COUNTRY CLUB I, LTD.**  
 DEED BOOK 468, PAGE 818, SECOND TRACT DESCRIBED



FILED TO RECORD  
 IN DEED BOOK  
 BOOK 468, PAGE 818



566 830

FILED NO.

Aug 18 12 27 PM '98

PATRICIA A REEL  
REGISTER OF DEEDS  
MCDOWELL COUNTY, NC

*A  
8/18/98*

Excise Tax \$8,400 *2* *for* Remainder of Revenue Stampson Pg 7 PAR  
Recording Time, Book and Page

Mail after Recording to: Guthrie, Davis, 719 E. Blvd, Charlotte, NC 28203  
This instrument prepared by: Harrison & Poore, P.A., PO Box 248, Spruce Pine NC 28777  
Parcel Id Number: \_\_\_\_\_  
Brief Description: North Cove Township

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this the 17<sup>th</sup> day of August, 1998, by and between

#### GRANTOR

BLUE RIDGE COUNTRY CLUB I, LTD., a Florida limited partnership

2704 Piney Mountain Church Rd, Bostic, NC 28018

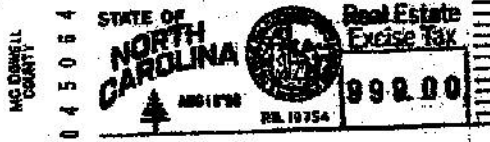
#### GRANTEE

DOWNING BLUE RIDGE, LLC, a North Carolina limited liability company

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

WITNESSETH, that the Grantor, for a 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 that certain lot or parcel of land situated in North Cove Township, McDowell County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE FOR A DESCRIPTION OF THE PREMISES BEING CONVEYED BY THIS INSTRUMENT.



APPROVED TO RECORD  
TAX DEPARTMENT  
*Bula 8-18-98*



## EXHIBIT "A"

BLUE RIDGE COUNTRY CLUB GOLF COURSELEGAL DESCRIPTION

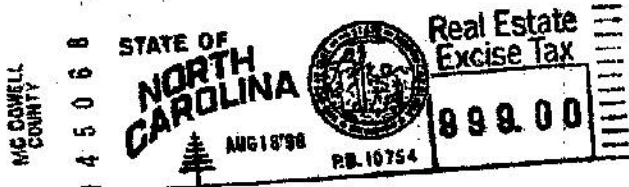
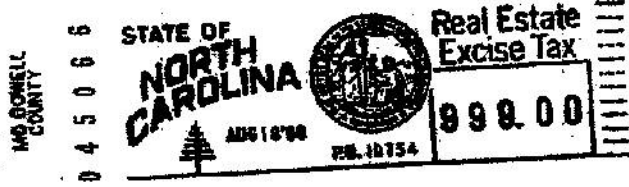
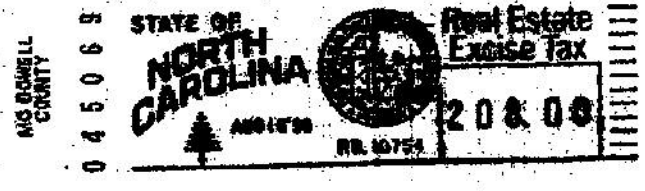
BEGINNING at NCGS Concrete Monument "Pond" (NCGS coordinates N = 787, 768.81 E = 1, 129, 183.08 CGF = 0.9998478353); thence S 25-35-38 W 233.72 feet (ground) or 233.76 feet (grid) to a set iron pin (NCGS coordinates N = 787, 558.02 E = 1, 129, 082.12) which point is located on the northern margin of the CSX Railroad Right-of-Way (100 foot R/W) and which point is THE POINT AND PLACE OF BEGINNING; thence from THE POINT AND PLACE OF BEGINNING the following courses and distances along the northern margin of the CSX Railroad Right-of-Way: (1) along a curve to the left having a radius of 990.00 feet, an arc distance of 659.30 feet, and having a chord bearing of S 85-08-11 W and a chord length of 647.18 feet to a point; (2) thence along a curve to the left having a radius of 1074.96 feet, an arc distance of 269.54 feet, and having a chord bearing of S 58-53-00 W and a chord length of 268.84 feet to a point; (3) thence S 51-41-30 W 539.55 feet to a point which is the common corner of the lands now or formerly of C. C. Young (Deed Book 315, Page 945); thence leaving the CSX Railroad Right-of-Way along the said lands of C.C. Young N 58-54-06 W 12.66 feet to an existing iron pin (#5 rebar); thence continuing along the aforesaid lands of C.C. Young N 58-54-06 W 440.09 feet to an existing iron pin ( $\frac{1}{2}$ " bolt); thence N 38-33-29 E 189.01 feet to an existing iron pin ( $\frac{3}{4}$ " pipe); thence S 86-36-54 E 49.52 feet to an existing iron pin ( $\frac{3}{4}$ " pipe); thence a new line N 36-05-37 E 48.20 feet to an existing iron pin ( $\frac{1}{2}$ " bolt); thence N 20-23-27 E 73.85 feet to an existing iron pin ( $\frac{3}{4}$ " pipe); thence generally along the boundaries of Blue Ridge Country Club Subdivision Phase I-A (Map Book 4, at Pages 411, 412, 414), the boundaries of property now or formerly owned by Blue Ridge Country Club I, Ltd. (Deed Book

468, Page 818), the boundaries of Blue Ridge Country Club Subdivision Phase I-B (Map Book 4, Page 415) and Blue Ridge Country Club Subdivision Phase II (Map Book 5, Page 9 and Map Book 4, Page 419) the following courses and distances: (1) N 52-56-23 E 834.19 feet to a concrete monument; (2) thence N 55-20-26 E 360.84 feet to a concrete monument; (3) thence N 63-44-31 E 361.29 feet to an existing iron pin ( $\frac{3}{4}$ " pipe); (4) thence N 00-58-59 E 111.90 feet to an existing iron pin ( $\frac{3}{4}$ " pipe); (5) thence N 88-20-18 W 331.43 feet to an existing iron pin (1" pipe); (6) thence N 30-28-36 W 72.12 feet to an existing iron pin (1" pipe); (7) thence N 08-28-17 E 52.89 feet to an existing iron pin (1" pipe); (8) thence N 30-51-29 E 156.32 feet to a concrete monument; (9) thence N 38-11-51 E 433.50 feet to a set iron pin; (10) thence a new line N 35-29-15 E 471.45 feet to a set iron pin; (11) thence a new line N 62-12-15 W 69.43 feet to a set iron pin; (12) thence N 27-01-10 E 217.22 feet to a set iron pin; (13) thence N 04-59-13 W 216.71 feet to a set iron pin on the eastern margin of Blue Ridge Drive South (Private R/W); (14) thence continuing along the margin of Blue Ridge Drive South N 03-11-48 W 146.93 feet to an existing iron pin (1" pipe); (15) thence continuing along Blue Ridge Drive South N 05-59-18 E 277.28 feet to a set iron pin (PK nail); (16) thence along Blue Ridge Drive South N 07-24-12 W 101.56 feet to a set iron pin (PK nail) on the margin of Blue Ridge Drive South; (17) thence crossing Blue Ridge Drive South S 84-52-13 W 110.25 feet to an existing iron pin (1" pipe); (18) thence N 47-37-58 W 185.10 feet to an existing iron pin (1" pipe); (19) thence S 89-08-19 W 382.42 feet to an existing iron pin (1" pipe); (20) thence S 82-13-45 W 297.75 feet to an existing iron pin (1" pipe); (21) thence N 34-28-31 W 213.11 feet to an existing iron pin (1" pipe); (22) thence N 07-37-45 W 42.71 feet to an existing iron pin (1" pipe); (23) thence N 59-38-06 E 72.20 feet to a concrete monument; (24) thence S 87-34-25 E 111.49 feet to an existing iron pin (1" pipe); (25) thence S 87-37-47 E 297.23 feet to a set iron pin; (26) thence N 83-46-

E 215.64 feet to a point; thence along the boundary of the lands now or formerly owned by Carolyn E. Gunter (Deed Book 413, Page 161) the following courses and distances: (1) S 07-19-09 E 78.05 feet to a set iron pin; (2) thence S 24-54-12 E 87.68 feet to a set iron pin; (3) thence S 20-02-43 E 45.36 feet to a set iron pin; (4) thence S 31-38-18 E 65.58 feet to a set iron pin; (5) thence S 48-39-58 E 74.95 feet to a set iron pin; (6) thence S 30-54-46 E 170.04 feet to a set iron pin; (7) thence S 25-25-09 E 73.01 feet to a point; (8) thence N 72-13-34 E 213.27 feet to a point; thence S 04-52-09 E 39.29 feet to a point; thence S 10-38-22 W 38.81 feet to a point; thence S 38-26-11 E 27.19 feet to a point; thence S 81-52-48 E 15.37 feet to a point; thence along the boundary of property now or formerly owned by Charles D. Jaynes (Deed Book 483, Page 720) the following courses and distances: (1) S 12-01-28 E 89.65 feet to a point; (2) thence S 27-33-53 E 35.12 feet to a point; (3) thence S 52-04-19 E 30.89 feet to a point; (4) thence S 70-16-20 E 76.47 feet to a point; (5) thence S 76-36-25 E 18.56 feet to a point; (6) thence N 61-43-22 E 36.86 feet to a point; (7) thence S 29-37-11 E 32.53 feet to a point; (8) thence S 43-53-19 E 53.65 feet to a point; (9) thence S 36-36-29 E 28.80 feet to a point; (10) thence N 48-44-56 E 119.96 feet to a point located on the centerline of U.S. Highway 221 (Public R/W); thence along the centerline of U.S. Highway 221 S 24-10-23 E 679.47 feet to a point; thence leaving U.S. Highway 221 along the boundary of the lands now or formerly of Sam A. Thompson (Deed Book 405, Page 797) the following courses and distances: (1) S 65-53-13 W, passing through a concrete monument at 21.41 feet, a total distance of 368.77 feet to a set iron pin; (2) thence S 08-28-42 E 497.90 feet to a concrete monument; (3) thence S 87-17-49 E 159.57 feet to an existing iron pin (#5 rebar); (4) thence S 33-42-23 W 283.83 feet to an existing iron pin (#5 rebar); (5) thence S 31-27-03 E 231.01 feet to a set iron pin; (6) thence S 10-03-04 W 240.00 feet to a set iron pin; thence partially continuing along the said boundary line of Sam

A. Thompson and partially along the boundary line of property now or formerly owned by Phyllis A. Skorga and Carolyn M. Morphy (Deed Book 412, Page 757) S 79-48-11 E 399.95 feet to an existing iron pin (PK nail at bridge) located in the centerline of U.S. Highway 221; thence along the centerline of U.S. Highway 221 the following courses and distances: (1) along a curve to the right having a radius of 3030.00 feet, an arc distance of 258.66 feet, and having a chord bearing of S 12-26-48 W and a chord length of 258.59 feet to a point; (2) thence S 14-53-32 W 2,758.01 feet to a point; (3) thence along a curve to the right having a radius of 970.00 feet, an arc distance of 379.49 feet, and having a chord bearing of S 26-06-01 W and a chord length of 377.08 feet to a point; (4) thence S 37-18-30 W 668.78 feet to a point; (5) thence along a curve to the left having a radius of 700.00, an arc distance of 259.98 feet, and having a chord bearing of S 26-40-07 W and a chord length of 258.49 feet to a point; (6) thence S 16-01-43 W 40.27 feet to a point on the northern margin of the said CSX Railroad Right-of-Way; thence leaving U.S. Highway 221 and continuing along the said margin of the CSX Railroad Right-of-Way along a curve to the left having a radius of 990.00 feet, an arc distance of 30.01 feet, and having a chord bearing of N 74-55-01 W and a chord length of 30.00 feet to a set iron pin being THE POINT AND PLACE OF BEGINNING; and being a tract known as the Blue Ridge Country Club Golf Course and containing 162.993 acres (excluding a Sewage Treatment Plant which is hereinafter described as a less and except and including the Wilson Cemetery) as more particularly described on a Boundary Survey of: Blue Ridge Country Club Golf Course, North Cove Township, McDowell County, North Carolina, Survey for Downing Blue Ridge, LLC, dated August 7, 1998, revised August 14, 1998, made by Marion L. Sandlin, Jr., Registered Land Surveyor [L-2941], Concord Engineering & Surveying, Inc.

LESS AND EXCEPT all that certain parcel containing 0.61 acres and known as the Sewage Treatment Plant as more particularly described as on a Survey of a Sewage Treatment Plant Parcel Out of Property Described in a Deed to Blue Ridge Country Club I, Ltd., dated September 23, 1996, made by R. Larry Greene, Registered Surveyor [L-1517] and recorded in Map Book 5, Page 59 of the McDowell County Public Registry; and being the same property conveyed by Blue Ridge Country Club I, Ltd., a Florida limited partnership, to Blue Ridge Country Club Property Owners Association, Inc., a North Carolina non-profit corporation, by deed dated November 7, 1996, recorded in Deed Book 522, at Page 94 of the McDowell County Public Registry.



**Exhibit "A" Continued**

**EXCEPTING** from the above described tract, the following:

That previous outconveyance of record in Book 522 Page 97 and Map Book 5 Page 59 of the McDowell County Registry and that Easement Agreement of even date herewith reserving access to the same.

**Excepting** unto the Grantor, its successors and assigns, a perpetual, non-exclusive easement appurtenant to the property described herein in and to the Entrance Road as defined in the Declaration of Covenants, Conditions and Restrictions of record in Book 425, Page 706, and as Amended in Book 512 Page 421 and Book 522 Page 97 of the McDowell County Registry, which Entrance Road is known as Catawba River Drive and traverses the above described Property in a westerly direction from US Highway 221 to its intersection with Blue Ridge Drive, and which Entrance Road also includes that portion of Blue Ridge Drive North which travels from the intersection of Catawba River Drive and Blue Ridge Drive in a northerly direction to the intersection on Blue Ridge Drive North and Hunnicut Mountain Road, and which also includes that portion of Blue Ridge Drive South which travels from the intersection of Catawba River Drive and Blue Ridge Drive South to the northeasterly corner of Lot 19 of Blue Ridge Country Club Subdivision Phase I-A. It is understood and agreed that the Grantee and its members and guests have the right to use the Entrance Road.

**Excepting and Reserving** unto the Grantor, its successors and assigns, a perpetual non-exclusive easement appurtenant to the property described herein to all roads, private street rights of way and Common Areas as the same are defined in the Declaration of Covenants, Conditions and Restrictions of record in Book 425, Page 706, and as Amended in Book 512 Page 421 and Book 522 Page 97 of the McDowell County Registry as such Common Area exists on the date hereof.

**Excepting** unto the Grantor, its successors and assigns, a perpetual non-exclusive easement appurtenant to the property across that Easement Agreement of record in Book 566 Page 828 of the McDowell County Registry, the same providing access to the Disposal System and reserving unto the Grantor access to sewer, water, and all other lines associated with the Disposal System including, but not limited to, the underground sewer lines running across the Property to the Disposal System/Sewer Treatment Parcel.

**Excepting** unto the Grantor, its successors and assigns, a perpetual non-exclusive easement appurtenant to the property described herein to hook onto and otherwise use and enjoy all utility lines and utility facilities located on or in the property with utility services, including without limitation, electrical, gas, cable, and telephone lines and facilities and all other utilities of every description.

**Excepting** unto the Grantor, its successors and assigns, a perpetual non-exclusive easement appurtenant for access to River Use Areas for the purpose of fishing, hiking, and picnics. "River Use Areas" as used herein shall be deemed to be that portion of the Property within the banks of the Catawba River and (1) located between the existing seventh green and the southerly point at which the Catawba River exits the Property and (2) located between the existing tenth green and the

566 838

northerly point at which the Catawba River enters the Property. Provided, however, that the exercise of this easement shall in no event interfere with the operations of or play upon the golf course located on the premises. Rights for the use of the River Use Area are not assignable except to owners of real property in the Blue Ridge Country Club Subdivision retained by the Grantor. Grantor and Grantee reserve the right to prohibit any such property owner from the River Use Area in the event such owner's use is deemed inconsistent with the operation or play upon the golf course.

Also Conveying unto the Grantee, its successors and assigns the following:

**Conveying** unto the Grantee, its successors and assigns, a perpetual non-exclusive easement appurtenant for connection to the Disposal System as defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 522 Page 97 of the McDowell County Registry, specifically to include the right to obtain water from Well #4 situated in the property of the Grantor, which well is more particularly described in a Consent Judgment, dated 21 April 1992, as amended, in that certain case styled Dr. Ronald H. Levine, State Health Director, N.C. Department of Environment, Health and Natural Resources v. Blue Ridge Holdings, Inc. (Case No. 92 CVS 177 McDowell County, North Carolina), including the right to obtain water from any substitute or replacement for said Well.

**Conveying** unto the Grantee, its successors and assigns, a perpetual non-exclusive easement appurtenant to hook onto and otherwise use and enjoy all utility lines and utility facilities located on or in the property retained by the Grantor, including without limitation electrical, gas, cable, telephone, water, sewer and facilities and all other utilities of every description

566 839

The property hereinabove described was acquired by the Grantor by instrument recorded in Deed Book \_\_\_\_, Page \_\_\_\_.

A map showing the above described property is recorded in Plat Book \_\_\_\_, Page \_\_\_\_.

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

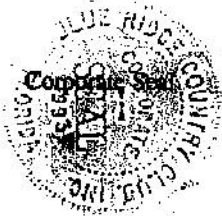
And the Grantor covenants with the Grantee that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all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

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

Easements, restrictions and rights-of-way of record, including the recorded Declaration of Covenants, Conditions and Restrictions for Blue Ridge Country Club Subdivision recorded in Book 425 Page 706, and as Amended in Book 512 Page 421 and as Amended in Book 522 Page 97 of the McDowell County Registry, where applicable, and all matters of record.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, 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.

BLUE RIDGE COUNTRY CLUB I, LTD.,  
A Florida Limited Partnership  
By its General Partner:  
Blue Ridge Country Club Inc., A Florida Corporation



by: Edward J. Meyer  
Edward J. Meyer  
President of Blue Ridge Country Club, Inc.

Attest:

Cristina L. Graham  
Cristina L. Graham  
Assistant Secretary

SEAL-STAMP

NORTH CAROLINA Mecklenburg County.



I, a Notary Public of the County and State aforesaid, certify that Cristina L. Graham, personally came before me this day and acknowledged that she is the Assistant Secretary of Blue Ridge Country Club, Inc. a Florida Corporation that is a General Partner of Blue Ridge Country Club I, Ltd., a Florida Limited Partnership, and that by authority duly given and as the act of the corporation, and on behalf of the Limited Partnership, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested to by her as its Assistant Secretary. Further appeared before me Edward J. Meyer, who, being first duly sworn, states that he is the President of Blue Ridge Country Club, Inc., a Florida corporation that is a General Partner of Blue Ridge Country Club I, Ltd., a Florida Limited Partnership, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that the writing was signed and sealed by him in behalf of the corporation as the General Partner of Blue Ridge Country Club I, Ltd., by its authority duly given. And the President acknowledged the writing to be the act and deed of the corporation as General Partner of Blue Ridge Country Club I, Ltd.

WITNESS my hand and official stamp or seal, this 17th day of August, 1998.

My Commission expires:

T. Manfredi  
Notary Public

My Commission Expires March 27, 2002

The foregoing certificate (s) of T. MANFREDI, NOTARY PUBLIC is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. REGISTER OF DEEDS FOR MCDOWELL COUNTY By Caroline L. Reed Deputy/Assistant - Register of Deeds  
PATRICIA A. REEL  
REGISTER OF DEEDS

*mail to:*

Prepared by: Harrison &amp; Poore PA, Post Office Box 248, Spruce Pine, NC 28777

NORTH CAROLINA  
McDOWELL COUNTY

## EASEMENT AGREEMENT

This Agreement made and entered into this the 17 day of August 1998 by and between Blue Ridge Country Club I., Ltd, a Florida limited partnership, hereinafter also referred to as Grantor and Blue Ridge Country Club Property Owners Association, Inc., a North Carolina non-profit corporation, hereinafter also referred to as Grantee;

**WHEREAS**, the Grantor is the owner of that property of record in Book 468 Page 818 of the McDowell Country Registry; and

**WHEREAS**, the Grantee is the owner of that property of record in Book 522 Page 94 of the McDowell Country Registry, and located thereon the property known as the "Disposal System"; and

**WHEREAS**, the property of the Grantee does not have access, and adjoins and is enclosed by the property of the Grantor;

**NOW THEREFORE**, in consideration of ten dollars, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor conveys unto the Grantee the following:

A perpetual, non-exclusive easement appurtenant to the above described premises for the purposes of ingress, egress and regress, said easement being 15 feet in width and running from the most southerly corner of the property KNOWN AS THE Sewage Treatment Plant Parcel, see Map Book 5 Page 59 of the McDowell County Registry, to the nearest point on the CSX Railroad Right of Way (a 100 foot right of way); thence running with the CSX Railroad right of way in a westerly direction to a common corner with C.C. Young (Deed Book 315 Page 945); thence with the C.C. Young lands North 58 deg 54 min 06 sec West 452.75 feet, thence across Blue Ridge Drive to Catawba River Drive to US Highway 221, said 15 foot easement running with the existing roadway providing access to the Sewage Treatment Plant Parcel.

Also conveying unto the Grantee, its successors and assigns, a perpetual non-exclusive easement appurtenant to the lands of the Grantor for access to sewer, water, and all other lines associated with the Disposal System, including but not limited to, the underground sewer lines running across the property of the Grantor to the property of the Grantee.

**To have and to hold** the said rights and covenants to the parties, their successors and assigns, in title forever, it being agreed that the rights and easements hereby granted are appurtenant to and run with the land.

566 829

IN WITNESS WHEREOF the Grantor has executed this agreement on this the day and year first above written.



BLUE RIDGE COUNTRY CLUB I, LTD., (SEAL)  
A Florida Limited Partnership  
By its General Partner:  
Blue Ridge Country Club Inc., A Florida Corporation

Cristina L. Graham  
Asst. Secretary

by: Edward J. Meyer  
Edward J. Meyer  
President of Blue Ridge Country Club, Inc.

NORTH CAROLINA  
MCDOWELL COUNTY

I, a Notary Public of the County and State aforesaid, certify that **Cristina L. Graham**, personally came before me this day and acknowledged that she is the Assistant Secretary of **Blue Ridge Country Club, Inc.** a Florida Corporation that is a General Partner of **Blue Ridge Country Club I, Ltd.**, a Florida Limited Partnership, and that by authority duly given and as the act of the corporation, and on behalf of the Limited Partnership, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested to by her as its Assistant Secretary. Further appeared before me **Edward J. Meyer**, who, being first duly sworn, states that he is the President of **Blue Ridge Country Club, Inc.**, a Florida corporation that is a General Partner of **Blue Ridge Country Club I, Ltd.**, a Florida Limited Partnership, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that the writing was signed and sealed by him in behalf of the corporation as the General Partner of **Blue Ridge Country Club I, Ltd.**, by its authority duly given. And the President acknowledged the writing to be the act and deed of the corporation as General Partner of **Blue Ridge Country Club I, Ltd.**

WITNESS my hand and official stamp or seal, this 17<sup>th</sup> day of August 1998

My Commission expires:

My Commission Expires March 27, 2002

T. Manfredi  
Notary Public



FILED NO.

Aug 18 12 26 PM '98

NORTH CAROLINA MCDOWELL COUNTY  
The foregoing certificate of T. MANFREDI,  
NOTARY PUBLIC is certified to be correct.  
Filed for registration at 12:26 PM this  
18th day of August, 1998 in Book 566 Page 828.

PATRICIA A REEL  
REGISTER OF DEEDS  
MCDOWELL COUNTY, NC

PATRICIA A. REEL BY Patricia A. Reel  
REGISTER OF DEEDS DEPUTY

FILED in McDowell County, NC  
 on Mar 23 2001 at 11:36:38 AM  
 by: PATRICIA A. REEL  
 Register of Deeds

BOOK 639 PAGE 38

STATE OF NORTH CAROLINA

WELL SITE EASEMENT AGREEMENT

COUNTY OF MCDOWELL

THIS WELL SITE EASEMENT AGREEMENT (the "Agreement"), made and entered into as of the 22 day of March, 2001, by and among BLUE RIDGE COUNTRY CLUB DEVELOPMENT, L.L.C., a North Carolina limited liability company (hereinafter referred to as "Grantor") and BLUE RIDGE COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of certain property located in North Cove Township, McDowell County, North Carolina, as more particularly described in the deed recorded in Book 622 at Page 806 in the McDowell County Public Registry (the "Property");

WHEREAS, Grantor is the owner of those certain perpetual non-exclusive easements appurtenant to the Property over all roads, private streets right of way and Common Areas within the Blue Ridge Country Club Subdivision, as the same are described in the Declaration of Covenants, Conditions and Restrictions of record in Book 425 at Page 706, as amended in Book 512 at Page 421, and as amended in Book 522 at Page 97 in the Registry.

WHEREAS, Grantor desires to grant a permanent non-exclusive easement to Grantee over portions of the Property known as the Community Well (the "Well") and over the "Well Site Area" (as defined below), which is more particularly shown hatched on that certain plat of survey recorded in Book 5A at Page 46 in the Registry (the "Plat"), which is attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the premises of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Grant of Well Site Easement. Subject to the terms and conditions of this Agreement, Grantor does hereby grant unto Grantee and its successors and assigns and grantees, a permanent non-exclusive easement having a radius of one hundred (100) feet as shown on the Plat (the "Well Site Easement Area") over, under, upon, through and across the Well Site Easement Area for the purposes of inspecting, constructing, maintaining, using, replacing and repairing the Well and water storage as a water source to a public water supply system, as defined by N.C.G.S. Section 130A-313.10. Included in the Well Site Easement Area is an area of 100 feet radius surrounding the well(s) as protection of the water source in accordance with administrative rule 15A N.C.A.C. 18C.0203.

2. Termination of Well Site Easement. If Grantee should "abandon" (as hereinafter defined) the Well Site Easement Area, Grantor shall have the right to terminate this Agreement by written notice to Grantee, and the parties hereto shall record a written memorandum of terminating such Agreement in the Registry. Grantee's "abandonment" of the Well Site Easement Area for purposes of this paragraph 2 shall be deemed to be Grantee's non-use of the Well Site Easement Area for use as a source of water for the public water system for a period of six (6) months.

3. Maintenance and Restoration of the Easement Area. Grantee shall use reasonable care to avoid disturbing any improvements of Grantor and shall preserve as much landscaping as possible in exercising the rights of the access and use hereby granted, and shall grade, reseed, resow, restore and return the surfaces of the Well Site Easement Area substantially to their original condition at any time such rights of access and use are exercised; provided, however, Grantee, in accordance with the laws governing public water systems, may cut away and keep clear of said Well Site, all trees and other obstructions that my unreasonably endanger or interfere with the proper maintenance and operation of said Well.

4. Ingress and Egress. Grantor further grants to the Grantee the right of ingress and egress to the Well Site Easement Area as necessary to carry out the purpose of supplying water to the public water system.

5. Grading/Ditching Rights. Grantor grants to the Grantee the right to grade, ditch or otherwise change the contour of the Well Site Easement Area in order to protect the Well from sources of pollution.

6. Conformance With Laws. Grantee covenants with the Grantor that the Well and surrounding Well Site Easement Area will be constructed, repaired and maintained in accordance with the laws governing public water systems.

7. Binding Effect. This Agreement and the terms and provisions hereof shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, assigns, and grantees whenever the context so requires or admits.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Miscellaneous. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by Grantor and Grantee. This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be duly executed as of the day and year first above written.

GRANTOR:

BLUE RIDGE COUNTRY CLUB DEVELOPMENT, L.L.C., a North Carolina limited liability company

By: Russell A. McNutt  
Its: Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF McDowell

I, Ruth C. Willis, a Notary Public <sup>Mitchell</sup> for said County and State, do hereby certify that Russell A. McNutt, Member/Manager of Blue Ridge Country Club Development, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and official stamp or seal, this 22 day of March, 2001.

Ruth C. Willis  
Notary Public



GRANTEE:

BLUE RIDGE COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION, INC.,  
a North Carolina non-profit corporation

By: Russell A. McNutt  
Name: Russell A. McNutt  
Title: President

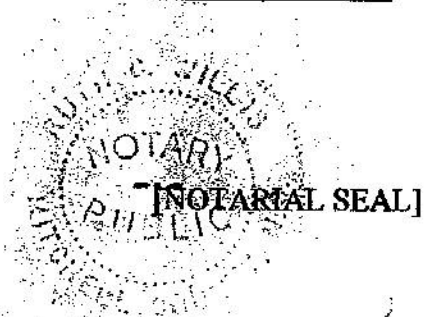
STATE OF NORTH CAROLINA

COUNTY OF McDowell

I, Ruth C. Willis, a Notary Public for <sup>McDowell</sup> ~~said~~ County and State, do hereby certify that Russell A. McNutt personally came before me this day and acknowledged that s/he is \_\_\_\_\_ President of Blue Ridge Country Club Property Owners Association, Inc., a North Carolina non-profit corporation, and that s/he, as \_\_\_\_\_ President, being authorized to do so, executed the foregoing on behalf of the corporation.

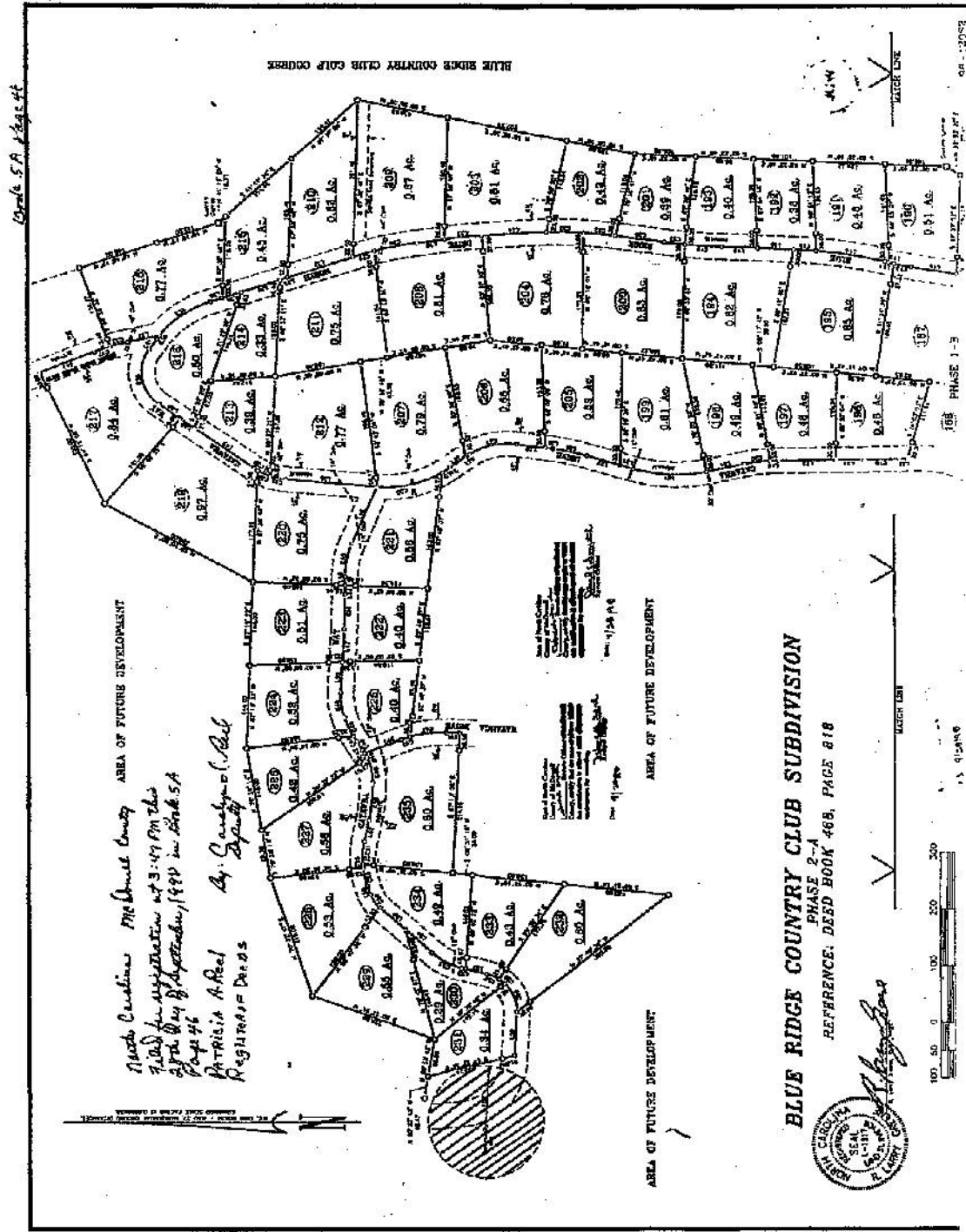
WITNESS my hand and official stamp or seal, this 22 day of March, 2001.

Ruth C. Willis  
Notary Public



My Commission Expires: 9-28-2004

Exhibit A



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

NORTH CAROLINA MCDOWELL COUNTY  
 The foregoing certificate of Ruth C. Willis, Notary(ies) Public is/are certified to be correct. Filed for registration this 23rd day of March, 2001.  
 Patricia A. Reel  
 Register of Deeds

*Ruth C. Willis*  
 Assistant/Deputy

2010005933

MCDOWELL CO, NC FEE \$25.00

PRESENTED & RECORDED

12-30-2010 02:16:25 PM

JANE B MCGEE

REGISTER OF DEEDS  
BY: LINDA C HARWOOD  
DEPUTY REGISTER OF DEEDS

BK: CRP 1036

PG: 416-418

1036/416

DB

Excise Tax NTC

Recording Time, Book and Page

Tax Lot No.: \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Mail after recording to: GRANTEE

This instrument was prepared by: K&L Gates LLP (ADP), 214 N. Tryon Street, Charlotte, NC 28202

Brief description for the Index: **Sewer Treatment Plant Expansion Parcel, McDowell County, NC**

our survey  
RDLG, LLC  
10-118  
0.56A

**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED is made as of this 17<sup>th</sup> day of December, 2010, by and between

GRANTOR	GRANTEE
RDLG, LLC, a North Carolina limited liability company c/o ReProp Financial Mortgage Investors, LLC Attention: Glenn Goldan 555 H Street Eureka, CA 95501	Linville Falls Club Property Owners Assoc., Inc., f/k/a Blue Ridge Country Club Property Owners Association, Inc., a North Carolina nonprofit corporation 483 Blue Ridge Drive South Marion, NC 28752

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

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 the Grantor, for a 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 that certain lot or parcel of land (the "Property") situated in McDowell County, North Carolina, and more particularly described as follows:

**SEE EXHIBIT A ATTACHED HERETO**

Tax Collector certifies that no delinquent taxes are due. Certification expires Jan. 6<sup>th</sup> of the year following certification date.

In Watershed  Not in Watershed

Approved to Record - Tax Department

Date: 12-30-10 By: [Signature]

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CRP 1036 417

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

And Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

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

- (1) The lien of the local ad valorem real property taxes for the year in which Closing occurs.
- (2) Easements, covenants, conditions, restrictions and other encumbrances of record.
- (3) Matters which would be revealed by a current, accurate physical survey and/or inspection of the Property.
- (4) All local, county, state or federal governmental laws, ordinances or regulations relative to zoning, subdivision, occupancy, use, construction or development of the property conveyed herein.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

RDLG, LLC, a North Carolina limited liability company

By: ReProp Financial Mortgage Investors, LLC, a California limited liability company, its Authorized Member

By: [Signature]  
Name: Gracia Caporal  
Title: Manager

State of California )  
County of Humboldt )

On 12-17-10, 2010, before me, Jean Gillmore, Notary Public, personally appeared, Gracia Caporal, of ReProp Financial Mortgage Investors, LLC, the Authorized Member of RDLG, LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jean Gillmore (SEAL)  
Notary Public Signature  
Jean Gillmore



EXHIBIT A

CRP 1036 418

## Legal Description of the Property

Beginning on a 5/8" rebar with cap set, said rebar being the Beginning Corner of the property described in a deed to Blue Ridge Country Club Property Owners Association, Inc. recorded in D.B. 568 at Page 476 of the McDowell County, NC, Deed Registry, said rebar with cap being located North 58 degrees, 31 minutes, 51 seconds West 238.15 feet and North 55 degrees, 30 minutes, 47 seconds West 68.44 feet from NCGS monument "Pond", said monument having NC Grid Coordinates of N = 787,703.655 feet and E = 1,129,112.332 feet NAD 27, and runs thence from said Beginning Point, South 32 degrees, 41 minutes, 37 seconds West 139.77 feet to an existing 5/8" rebar; thence South 29 degrees, 48 minutes, 14 seconds West 182.81 feet to an existing 5/8" rebar; thence South 63 degrees, 35 minutes, 00 East 97.02 feet to a point on the west bank of the North Fork of the Catawba River; thence with said bank of said river South 25 degrees, 46 minutes, 23 seconds West 29.35 feet to a 5/8" rebar with cap set in the line of CSX Railroad right-of-way; thence with said right-of-way North 88 degrees, 59 minutes, 24 seconds West 53.29 feet to a 5/8" rebar with cap set and South 80 degrees, 51 minutes, 16 seconds West 201.20 feet to a 5/8" rebar with cap set; thence leaving said CSX Railroad right-of-way line, North 09 degrees, 15 minutes, 52 seconds East, passing the centerline of a 15' right-of-way serving the property herein described at 7.72 feet, a total distance of 44.91 feet to a 5/8" rebar with cap set; thence North 66 degrees, 11 minutes, 03 seconds East 116.58 feet to a 5/8" rebar with cap set; thence North 43 degrees, 15 minutes, 04 seconds East 67.09 feet to a 5/8" rebar with cap set; thence North 23 degrees, 09 minutes, 02 seconds East 117.00 feet to a 5/8" rebar with cap set; thence North 61 degrees, 38 minutes, 36 seconds East 64.14 feet to a 5/8" rebar with cap set; thence North 39 degrees, 42 minutes, 14 seconds East 128.14 feet to a 5/8" rebar with cap set, the Beginning, containing 0.56 acres by coordinate computation.

And being a part of that property described in a Substitute Trustees Deed to ReProp Financial Mortgage Investors, LLC and Diversified Lending Group, LLC recorded in Deed Book 1013 at Page 453 of the McDowell Count, NC Deed Registry.

FILED in McDowell County, NC  
on Apr 17 2003 at 02:31:38 PM  
by PATRICIA A. REEL  
Register of Deeds  
BOOK 726 PAGE 617

STATE OF NORTH CAROLINA

DEED OF EASEMENT

COUNTY OF McDOWELL

This Deed of Easement, made this \_\_\_\_ day of April, 2003, by and between CHAMP C. YOUNG AND WIFE, WANDA RUTH YOUNG, BLUE RIDGE COUNTRY CLUB DEVELOPMENT, LLC, and EULA SWOFFORD, a widow, hereinafter called parties of the first part, and MARY PARKS, unmarried, party of the second part; and

WITNESSETH:

THAT WHEREAS, CHAMP C. YOUNG and wife, WANDA RUTH YOUNG, are the owners of that certain tract of land lying in North Cove Township, McDowell County, North Carolina, and being more particularly described in that certain deed from Raymond Grindstaff and wife, and which is recorded in the Office of the Register of Deeds for McDowell County in Deed Book 315 at Page 945; and

WHEREAS, Blue Ridge Country Club Development, LLC, is the owner of that certain tract of land located in North Cove Township, McDowell County, North Carolina, as described in that certain deed recorded in the Office of the Register of Deeds for McDowell County in Deed Book 622 at Page 806; and

WHEREAS, EULA SWOFFORD is the owner of those certain tracts of land located in

mail (2)  
Mary Parks  
182 Swofford Rd  
MARION NC

APPROVED TO RECORD  
TAX DEPARTMENT  
08 4/17/03



**BOOK 726 PAGE 618**

North Cove Township, McDowell County, North Carolina, and more particularly described in that certain deed from W. H. Swafford and wife, and which is recorded in the Office of the Register of Deeds for McDowell County in Deed Book 133 at Page 268; and

**WHEREAS, MARY PARKS** is the owner of that certain tract of land located in North Cove Township, McDowell County, North Carolina, being described in that certain deed from John W. Howell and wife, and which is recorded in the Office of the Register of Deeds for McDowell County in Deed Book 331 at Page 406; and

**WHEREAS,** there is a roadway running from State Road Number 1570 in a generally Northerly direction from State Road Number 1570 through the properties of the party of the first part to the property of the party of the second part; and

**WHEREAS,** said roadway has been in existence for many years and has been used by all the parties to this conveyance for many years and the parties of the second part have requested the parties of the first part to sign a written easement giving the parties of the second part a recorded right of way in and to said roadway for the means of providing written recorded access to the property of the party of the second part.

**NOW, THEREFORE,** for and in consideration of the sum of ten dollars paid to the parties of the first part, receipt of which is hereby acknowledged, the parties of the first part do hereby give, grant, bargain and convey to the party of the second part, her heirs and assigns, a perpetual non-exclusive right and easement in and to that certain roadway running from State Road Number 1570 through the property of the parties of the first part to the property of the party of the second part, and the centerline of said roadway is more particularly described as follows:

**BEGINNING** at a point in the centerline of State Road Number 1570, and runs thence North 25 degrees 52 minutes 14 seconds East 22.72 feet, North 34 degrees 35 minutes 35 seconds East 34.53 feet, North 26 degrees 23 minutes 33 seconds East 30.99 feet, North 10 degrees 59 minutes 11 seconds East 19.48 feet, North 05 degrees 25 minutes 58 seconds West 23.03 feet, North 13 degrees 49 minutes 30 seconds

West 36.86 feet, North 13 degrees 49 minutes 30 seconds West 17.83 feet, North 13 degrees 49 minutes 30 seconds West 49.32 feet, North 07 degrees 22 minutes 27 seconds West 29.83 feet, North 03 degrees 29 minutes 27 seconds East 32.57 feet, North 10 degrees 20 minutes 10 seconds East 107.71 feet, North 09 degrees 46 minutes 42 seconds East 75.28 feet, North 10 degrees 48 minutes 02 seconds East 71.83 feet, North 04 degrees 12 minutes 39 seconds East 72.76 feet, North 03 degrees 26 minutes 57 seconds East 77.96 feet, North 07 degrees 31 minutes 57 seconds East 13.24 feet to a point in the center of said roadway, which point is located North 86 degrees 26 minutes 19 seconds West 17.58 feet from an existing iron pipe, which iron pipe is located North 58 degrees 53 minutes 31 seconds West 244.83 feet from an existing concrete monument.

This description is taken from a plat of survey prepared by R. L. Greene Surveying and Mapping, Registered Land Surveyor, Marion, North Carolina, dated March 14, 2003, entitled "Survey of the Property of Mary Parks," and bearing Map Number 3-028, to which map reference is hereby made and which is herein incorporated by reference.

**TO HAVE AND TO HOLD** said right and easement to the party of the second part, her heirs and assigns. It being understood and agreed that the right and easement herein conveyed is appurtenant to and shall run with the title to the title of the property of the second part, and shall be for the use and benefit of all parties to this instrument.

It being agreed that the above-described right-of-way follows the existing roadway as now is laid out and in use and that has been in existence for many years.

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

Blue Ridge Country Club Development, LLC  
(Corporate Name)

Champ C Young (SEAL)  
Champ C. Young

By: Quinn A. [Signature]

Wanda Ruth Young (SEAL)  
Wanda Ruth Young

President  
Member/Manager

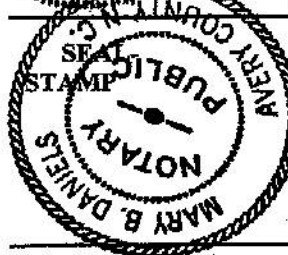
Eula S. Swofford (SEAL) *ad.H.*  
Eula Swofford



NORTH CAROLINA, McDowell County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Eula Swofford Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16 day of April, 2003.

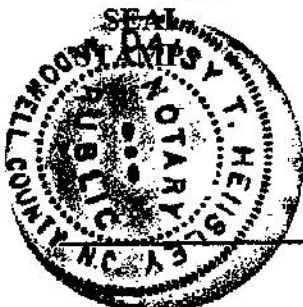
My commission expires: 01-05-04 Daisy T. Hensley Notary Public



NORTH CAROLINA, ~~McDowell~~ Avery County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Champ C. Young and wife, Wanda Ruth Young Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of April, 2003.

My commission expires: 10-16-2005 Mary B. Daniels Notary Public



NORTH CAROLINA, McDowell County.

I, Daisy T. Hensley, the undersigned, a Notary Public of the County and State aforesaid, certify that Russell A. McNeice, Member/Manager of Blue Ridge Country Club Development, LLC, personally came before me this day and acknowledged that he is the Member/Manager of Blue Ridge Country Club Development, LLC, and that by authority duly given and as the act of the said Limited Liability Company, the foregoing instrument was signed by said Member/Manager for the intents and purposes therein expressed.

My commission expires: 01-05-04 Daisy T. Hensley Notary Public

State of North Carolina County of McDowell

The foregoing Certificate(s) of Daisy T. Hensley, Mary B. Daniels Notary(ies) Public

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof,

By Patricia A. Reel REGISTER OF DEEDS FOR McDOWELL COUNTY  
Janis B. Hampton Deputy / Assistant - Register of Deeds.

GTE (2)



538 455

UTILITY EASEMENT

THIS INDENTURE WITNESSES that the undersigned Blue Edge County Club (hereafter referred to as the Grantor, whether one or more) in consideration of the sum \$500.00 (Five Hundred Dollars) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, grants, conveys, and warrants unto GENERAL TELEPHONE COMPANY OF NORTH CAROLINA, INC., its successors and assigns (hereafter referred to as the Grantee), a perpetual easement and right, to install, construct, operate, patrol, maintain, repair, revise, supplement, remove and replace, telecommunications lines, systems and facilities, including without limitation

all poles, attachments, anchors, wires, cables, conduits, that is limited to and associated with pouring a 20' x 20' x 6" concrete pad for a remote switching unit. Including all other fixtures or components at anytime forming parts of or used in connection therewith, in, under, along, over and above the following described real estate located in section Linville in McDowell County, North Carolina: expressly including the right of access to the above-described real estate, over adjacent lands of the Grantor, and the right and privilege at any time, and from time to time, to cut and trim trees growing upon or overhanging said real estate, and to clear and remove from said real estate any and all timber, brush, debris, and other obstructions at any time located thereon which, in the Grantee's judgment, should be removed to prevent interference with said telecommunications lines, systems and facilities.

The Grantor shall be responsible and shall compensate the Grantor for any damages to fences, crops or other property of Grantor, caused either by the original construction of said lines, systems and facilities, or by any subsequent activities of or on behalf of the Grantee in connection with said lines, systems and facilities.

The Grantor warrants that no building or structure will be constructed at any time upon said real estate, except fences, driveways or streets. Grantor covenants to notify Grantee before any construction of any fence, driveway, or street, or any change in elevation or grade of the land surface, is begun. In all other respects the Grantor reserves the right to use said real estate in any manner not inconsistent with this grant.

Filed:  
 15<sup>th</sup> day of August 1997  
 @ 1:55 AM/PM  
 Patricia A. Reel  
 Register of Deeds  
 McDowell County, N.C.