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Workflow No. 1846553 KT

Doc ID: 015312080003 Type: CRP
 Recorded: 01/03/2005 at 03:31:07 PM
 Fee Amt: \$20.00 Page 1 of 3
 Excise Tax: \$0.00
 Workflow# 1846553
 Buncombe County, NC
 Otto W. DeBruhl Register of Deeds
 BK **3886** PG **864-866**

Excise Tax \$ 0.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 20____
 by _____

Mail after recording to Box 81 Cogburn Goosmann Brazil & Rose, P.A., PO Box 7436, Asheville, NC 28802
 This instrument was prepared by Cogburn Goosmann Brazil & Rose, P.A., PO Box 7436, Asheville, NC 28802

Brief Description for the index



03-5243 JRR/TPH dh

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made December 23, 2004, by and between

GRANTOR

GRANTEE

Laurel Mountain Preserve, LLC
a Delaware limited liability company

GUY-NADEL FOUNDATION, INC.,
a Not-for-Profit Florida Corporation

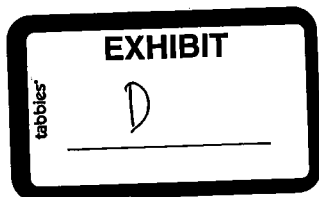
1618 Main Street
Sarasota, Florida 34236
ATTN: Art Nadel

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 _____, Broad River Township, Buncombe County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.



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The property hereinabove described was acquired by Grantor by instrument recorded in 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 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 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, rights of way of record and to any utility lines in existence over or under the subject property. Ad valorem taxes for the current year (prorated to the date of closing). Further, the Grantor warrants that restrictive covenants, if any, have not been materially violated and they do not materially affect the value of the property; that all labor or materials, if any, furnished to the property within 120 days prior to the date of delivery of this deed have been paid; and that upon delivery of this deed, no tenant or any person other than the Grantor will have any right to use or possess the property.

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.

Laurel Mountain Preserve, LLC,
a Delaware limited liability company

Arthur Nadel (SEAL)
Arthur Nadel, Managing Member

**NORTH CAROLINA
BUNCOMBE COUNTY**

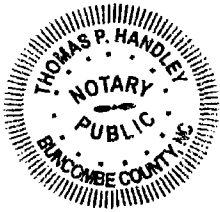
I, a Notary Public of the County and State aforesaid, certify that Arthur Nadel, personally came before me this day and acknowledged that he is the Managing Member of Laurel Mountain Preserve, LLC, a Delaware limited liability company and as the act of the company in its ordinary course of business, the foregoing instrument was signed in its name with the full authority of its Members.

Witness my hand and official seal, this the 23rd day of December, 2004.

My commission expires: 3/27/2008

Thomas P. Handley
Notary Public

SEAL-STAMP



The foregoing Certificate(s) of Thomas P. Handley 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.

Otto W. DeBruhl REGISTER OF DEEDS FOR Buncombe COUNTY

By: Karan A. Faber Deputy/Assistant Register of Deeds.

Exhibit A

A tract of land lying in the Broad River Township of Buncombe County, North Carolina being more particularly described as follows:

Beginning at an existing 1/2 inch rebar with ID cap marking the terminus of the first call of that property described in deed recorded in Book 3780, at Page 112 of the Buncombe County, NC register's Office and runs thence from such Beginning point established South 59° 49' 46" West 10.28 feet to an unmarked point in the center of that proposed 45 foot wide right of way for Laurel Cottage Lane; thence with the centerline of Laurel Cottage Lane North 14° 18' 31" East 28.28 feet to an unmarked point; thence leaving Laurel Cottage Lane North 74° 03' 34" West 250.54 feet to a No. 5 rebar with cap set in the margin of the aforesaid Laurel Cottage Lane; thence continuing North 74° 03' 34" West 22.89 feet to an unmarked point in the center of Laurel Cottage Lane; thence with the centerline of Laurel Cottage Lane the following twenty (20) calls: North 26° 34' 38" East 35.27 feet; North 9° 50' 22" East 63.79 feet; North 15° 06' 54" East 89.52 feet; North 15° 06' 54" East 77.07 feet; North 38° 56' 09" East 59.63 feet; North 38° 56' 09" East 79.70 feet; North 59° 56' 54" East 85.33 feet; North 55° 49' 03" East 91.27 feet; North 64° 57' 07" East 35.61 feet; North 83° 23' 07" East 36.55 feet; South 80° 23' 23" East 55.18 feet; South 69° 21' 24" East 86.74 feet; South 62° 34' 43" East 120.46 feet; South 50° 43' 23" East 42.75 feet; South 33° 15' 16" East 41.23 feet; South 10° 15' 20" East 37.84 feet; South 16° 03' 08" West 21.47 feet; South 49° 22' 19" West 28.70 feet; South 78° 26' 14" West 114.07 feet; and South 70° 52' 00" West 100.57 feet; thence leaving Laurel Cottage Lane South 38° 07' 29" East 23.80 feet to a No. 5 rebar with cap set in the margin of the aforesaid Laurel Cottage Lane; thence continuing South 38° 07' 29" East 321.09 feet to a 3/4 inch existing iron pin in the western line of Lot 110 as shown on that plat recorded in Plat Book 46, at Page 163 of the Buncombe County, NC Register's Office; thence South 86° 57' 26" West 357.15 feet to a No. 5 rebar with cap set in the margin of the aforesaid Laurel Cottage Lane; thence South 86° 57' 26" West 15.89 feet to the place and point of Beginning; being Lots B, C, D and E as shown on that survey entitled "Survey for Laurel Mountain Preserve" prepared by David E. Summey, PLLC dated November 24, 2004 bearing File Number 4157-14, said survey incorporated herein and referred to for a more particular description of said property.

Together With and Subject To the benefits and burdens of that certain proposed 45 foot wide private right of way for Laurel Cottage Lane, said right of way being identified and referenced to in the description above of the property being conveyed herein.

Lots B, C and D are conveyed Together With and Subject To the rights, easements, and obligations associated with the shared well and "Well House Easement" located on property retained by Laurel Mountain Preserve, LLC, identified as "A Remainder of Lot 2" lying to the southeast of the above described property as shown the above referenced survey. The costs of maintaining said well, including but not limited to the costs of electricity or other utilities required to properly supply water to the dwellings, and all costs associated with the maintenance and repair of common elements of the shared water system shall be borne on a pro rata basis among the users of said well and water system. In addition, the users of said well agree to allow entry upon their property whenever reasonably necessary for the purpose of inspecting, maintaining, repairing, and replacing any elements of the shared well and/or the water system connected thereto.

And being a portion of that property described in deeds recorded in Record Book 3780, at Page 112 and in Record Book 3705, at Page 151 of the Buncombe County, NC register's Office.