

2021002318

TRANSYLVANIA COUNTY NC FEE \$26.00

STATE OF NC REAL ESTATE EXT

\$800.00

PRESENTED & RECORDED

03/24/2021 02:22:16 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: CINDY M OWNBEY

REGISTER

BK: DOC 973**PG: 292 - 296****NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$800.00

Parcel Identifier No. _____ Verified by Transylvania County on the _____ day of _____, 20____
By: _____Mail/Box to: RAMSEY, PRATT & CAMENZIND, P.A., 35 N Gaston Street, Brevard, NC 28712This instrument was prepared by: HANNAH L. CAMENZIND

Brief description for the Index: _____

THIS DEED made this 15th day of February, 2021, by and between

GRANTOR	GRANTEE
DALE A. BLYTHE and wife, MARTHA S. BLYTHE	WILLIAM G. LANGLEY
125 Lester Lane Penrose, NC 28766	4712 Prosperity Church Rd Charlotte, NC 28269

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 N/A, Dunns Rock Township, Transylvania County, North Carolina and more particularly described as follows:

BEING ALL OF THE SAME LAND DESCRIBED ON THE PAGE WHICH IS ATTACHED HERETO, DESIGNATED AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

All or a portion of the property herein conveyed _____ does does not include the primary residence of the Grantor.

Submitted electronically by "Ramsey, Pratt & Camenzind, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Transylvania County Register of Deeds.

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, other than the following exceptions:

- Exceptions and reservations contained in this deed and/or in instruments referenced herein.
- Easements and rights of way for public and private roads and utilities, of public record.
- Lien of ad valorem taxes for the current year and subsequent years, not yet due and payable.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

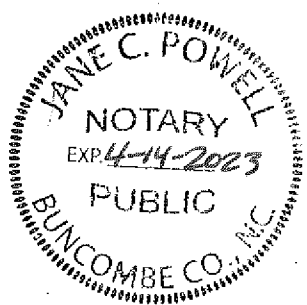
DALE A. BLYTHE (SEAL)
 DALE A. BLYTHE

MARTHA M. BLYTHE (SEAL)
 MARTHA M. BLYTHE

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA.

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DALE A. BLYTHE AND MARTHA A. BLYTHE

WITNESS my hand and Notarial Seal, this the 15th day of March, 2021.



J. Powell
 Signature of Notary Public
JANE C. POWELL
 Printed or typed name of Notary Public

My commission expires: 4-14-2023

EXHIBIT "A" TO A DEED FROM BLYTHE TO LANGLEYTRACT I

Being all of Lots 9 and 10-R of Phase I of Blythe Woods as shown on a plat thereof recorded in Plat File 21, Slide 93, Records of Plats for Transylvania County.

Together with the right to share in the use of the water, in common with all others entitled to the use thereof, from the well located on Well Lot Number 1 as shown on a plat hereinabove referred to, which supplies water to the lots in Blythe Woods, subject, however, to the obligation to pay to Blythe Woods Property Owners Association, Inc., the initial sum of \$25.00 each calendar month payable in advance on or before the first day of each month which sum shall be applied toward the costs of operating, maintaining and repairing said well, the pumphouse in which such well is located, the pump installed in such well and the water lines which connect said well with the lots which it serves. It is understood and agreed that such monthly payments may be adjusted from time to time in order to cover any increase in the costs of operating, maintaining and repairing such facilities and that the owner of each of the lots served by said well shall always be obligated to pay such lot owner's pro rata share of such costs. The payments described in this paragraph begin once the lot owner begins using the water from the well hereinabove described.

It is also understood and agreed that Well Lot Number 1 constitutes a limited common area as defined in the Declaration of Restrictive and Protective Covenants for Blythe Woods Subdivision and that the expenses hereinabove set forth which the owners of the lots shall be obligated to pay for operating, maintaining and repairing such well, pumphouse and pump and the water lines which connect said well with the lots which are served by said well shall be assessed against such lot owners as a special assessment by Blythe Woods Property Owners Association, Inc. It is further understood and agreed, however, that each lot owner served by said water system shall pay all of the costs of connecting such lot owner's house with the main waterline which connects said well with such lot owner's lot and all of the costs of installing, maintaining and repairing the separate waterline which extends from the main waterline to the house.

This conveyance is made subject to water line easement over and along Lot 10-R for the benefit of Lot 9, with it being understood and agreed that the Grantee shall pay a prorata share of the cost of repairing and maintaining the water lines.

This conveyance is made subject to all easements and other matters shown on the recorded plat hereinabove referred to and to the Declaration of Restrictive and Protective Covenants for Blythe Woods recorded in the office of the Register of Deeds for Transylvania County in Document Book 520, page 163.

Being a part of the same land described in a deed dated June 16, 2006, and recorded in the office of the Register of Deeds for Transylvania County in Document Book 358, page 142, from Robert Lewis Merrill as Trustee under the Robert Lewis Merrill Revocable Living Trust dated April 16, 2002, and Robert L. Merrill, Jr., and Lee H. Merrill, Trustees under the Robert L. Merrill, Jr., Living Trust, dated August 9, 1994, and any amendments thereto, and Robert L. Merrill, Sr., and wife, Lois H. Merrill, and Robert L. Merrill, Jr., and wife, Lee H. Merrill, to Dale A. Blythe and wife, Martha S. Blythe.

TRACT II

BEGINNING on a concrete monument, said concrete monument being the Northwest corner of the property belonging to Henry L. Larson, said concrete monument lying South 88 deg. 59 min. 58 sec. West 236.53 feet, and South 88 deg. 59 min. 58 sec. West 23.24 feet from a 3/4-inch iron pin at a fence corner, said 3/4-inch iron pin being a common corner of the property belonging to Henry L. Larson, and that property belonging to Yvonne Raines Smith as described in Deed Book 253, Page 869 of the Transylvania County Registry; thence running from the concrete monument and point of beginning and with the line of Blaise Jacques property, South 88 deg. 38 min. 32 sec. West 247.23 feet to a 1/2-inch rebar and an iron pin found; thence South 89 deg. 11 min. 15 sec. West 840.83 feet to a 5/8-inch rebar and iron pin found on the North side of an Oak stump; thence with the line of property belonging to Winn Enterprises, North 01 deg. 14 min. 04 sec. East 693.06 feet to an iron pin found; thence with the line of property belonging to William G. Alford as described in Deed Book 269, Page 236 of the Transylvania County Registry, North 78 deg. 38 min. 19 sec. East 491.72 feet to an iron pin set with a plastic cap; thence North 82 deg. 30 min. 33 sec. East 63.54 feet to an unmarked point set in the center of a 60-foot right-of-way known as Spring Water Drive, State Road 1173 leading to East Pork Road known as State Road 1182; thence down and with the center of Spring Water Drive, the following eight (8) calls: Along a curve to the Southeast, said curve having a radius of 260.00 feet and an arc of 217.56 feet, and having a cord bearing and distance of South 41 deg. 52 min. 41 sec. East 211.267 feet; thence along a curve continuing to the Southeast, said curve having an arc of 178.29 feet and a radius of 240 feet and having a cord bearing and distance of South 87 deg. 07 min. 52 sec. East 174.217 feet to an unmarked point; thence North 72 deg. 29 min. 22 sec. East 17.32 feet to an unmarked point; thence along a curve generally to the Northeast and thence Southeast; said curve having a radius of 150 feet and an arc of 176.52 feet and having a cord bearing and distance of South 74 deg. 41 min. 57 sec. East 166.512 feet to an unmarked point; thence along a curve in a Southeasterly direction, said curve having a radius of 105 feet and an arc of 83.25 feet and having a cord bearing and distance of South 18 deg. 16 min. 16 sec. East 81.09 feet to an unmarked point; thence South 04 deg. 06 min. 31 sec. West 289.72 feet to an unmarked point; thence along a curve to the Southeast, said curve having a radius of 225 feet and an arc of 74.60 feet and having a cord bearing and distance of South 05 deg. 03 min. 18 sec. East 74.260 feet to an unmarked point; thence South 19 deg. 27 min. 45 sec. East 143.35 feet to an unmarked point; thence leaving the center of State Road 1173, and running South 88 deg. 59 min. 58 sec. West 23.24 feet to the point and place of BEGINNING. Containing 16.876 acres, more or less, as surveyed and platted by Gene Parker, RLS, December 10, 1990.

There is excepted from this conveyance and hereby not conveyed all of Lots 1-R, 2-R, 9, 10-R, 11-R, and 12-R of Phase 1, the Proposed Common Area, containing 0.11 acre, more less, and the Well Lot 1, of Blythe Woods as shown on a plat thereof recorded in Plat File 21, page 93, Records of Plats for Transylvania County.

TRACT III

Being all of Lot No. 17 of Unit 34 of Carson Creek Village of Connestee Falls Development as shown by a plat thereof recorded in Plat File 1, Slides 14-14B, Records of Plats for Transylvania County.

There is also conveyed a right of way from Tracts II and III hereinabove described, to the public road over and along the 45 foot wide private right of way known as Caitlin Raney Way as shown on the plat recorded in Plat File 21, Slide 93, subject however to the obligation to pay Blythe Woods Property Owners Association a pro rata share of the costs of repairing and maintaining said right of way. The road right of way conveyed herein shall be appurtenant to and run with the Grantee's Property. In the event that Grantee's Property is hereafter subdivided, the easement granted hereby shall serve all of the parcels so subdivided, and shall be appurtenant to and run with the title of all such parcels.