

BK 3058 PG 415 - 417 (3)

DOC# 863776

This Document eRecorded:

05/26/2017 01:34:37 PM

Fee: \$26.00

Henderson County, North Carolina

William Lee King, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 2,900.00

Parcel Identifier No. 9965503; 9965504; 9965505

Verified by _____ County on the ____ day of _____, 20_____

By: _____

Mail/Box to: _____

This instrument was prepared by: Susan S. Barbour, McGuire, Wood & Bissette, PA, a licensed NC attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds. No title examination performed by deed preparer. MWB File: 101647

Brief description for the Index: 156 Clear Crossing Lane, Horse Shoe, NC 28742

THIS DEED made **May 26, 2017**, by and between

GRANTOR

GRANTEE

Three Circles Center, LLC, a North Carolina limited liability company

Four Circles Recovery Center, LLC, A Delaware limited liability company

**446 Mountain Cove Road
Marshall, NC 28753**

**6100 Tower Circle, Suite 1000
Franklin, TN 37067**

Enter in appropriate block for each Grantor and Grantee: name, mailing 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 Henderson County, North Carolina and more particularly described as follows:

See **EXHIBIT "A"**, attached hereto and incorporated herein.

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

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:

SUBJECT to easements, restrictions, rights of way(s) of record, and ad valorem taxes not yet due and payable.

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

**THREE CIRCLES CENTER, LLC, A North Carolina
Limited liability company**

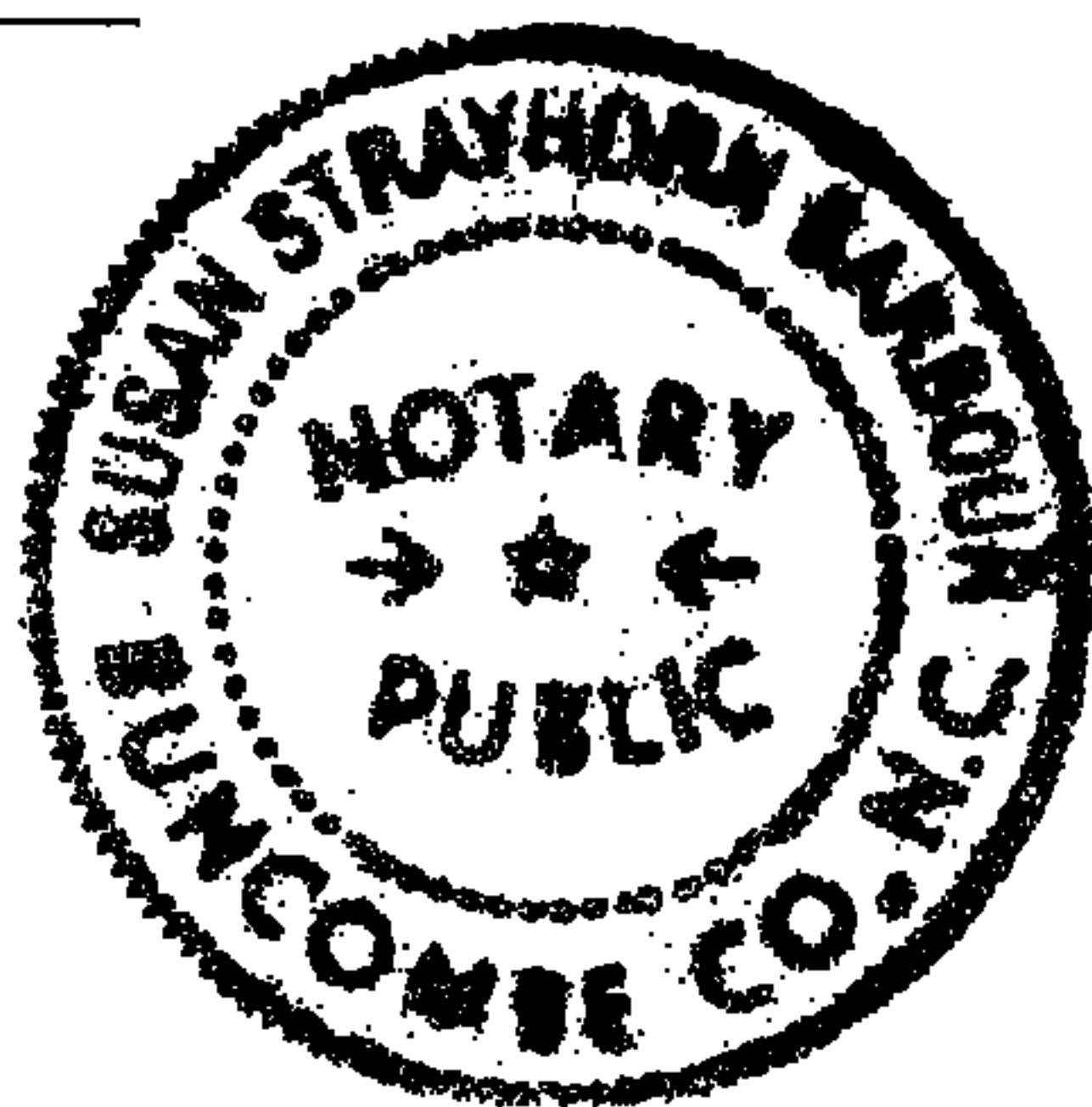
By: James W. Woodruff, III
James W. Woodruff, III, Manager

State of North Carolina - County of Buncombe

I, a Notary Public of said State and County, certify that James W. Woodruff, III personally came before me this day and who produced satisfactory evidence of his identity in the form of a driver's license, and acknowledged that he is Manager of **Three Circles Center, LLC, a North Carolina limited liability company, Grantor**, and that, by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him as its Manager. Witness my hand and Notarial stamp or seal this 24 day of May, 2017.

My Commission Expires:
12-10-2021

(Affix Seal)



Susan Strayhorn Barber Notary Public

SUSAN STRAYHORN BARBER
Notary's Printed or Typed Name

EXHIBIT "A"
LEGAL DESCRIPTION

Property Address: 156 Clear Crossing Lane, Horse Shoe, NC 28742

Tax Parcels: 9965503; 9965504 and 996505

Lying and being in Henderson County, North Carolina, and more particularly described as follows:

BEGINNING at a point that is the northernmost point of the property of V.L. Pressley, Deed Book 267, Page 202, Henderson County, NC Registry, and from beginning point thus established and with said property line South 26° 36' 49" West 346.30 feet to an existing iron pin; thence South 10° 52' 32" East 500.95 feet to an existing iron pin; thence with the property line of James R. Hudson, Jr, Deed Book 551, Page 107, and James R. Hudson, Deed Book 427, Page 441, aforesaid county registry, South 76° 29' 43" West 597.56 feet to a Poplar Stump; thence with the property line of Donald Gordon, Deed Book 409, Page 653, aforesaid county registry, North 09° 10' 06" West 694.25 feet to an existing iron pin at two (2) Spanish Oak stumps; thence North 81° 41' 51" West 169.16 feet to an existing iron pin; thence with the property line of Sybil Moffitt, Deed Book 330, Page 489, aforesaid county registry, North 05° 18' 14" West 1105.57 feet to a 18" W.O. on ridge; thence with the property line of Bill Penley, Deed Book 520, Page 212, aforesaid county registry, North 85° 07' 16" East 1593.08 feet to an existing iron pin set; thence South 29° 21' 47" West 1153.16 feet to the point and place of **BEGINNING**. Containing 40.31 acres, more or less.

TOGETHER WITH a sixteen foot wide (16') right of way known as Clear Crossing Lane for ingress, egress and regress to and from the above described property to North Mills River Road (SR 1345) as described by deeds recorded in Book 367, Page 409 and Book 923, at Page 735 and as also shown and described by those plats recorded in Plat Slide 3255 and Plat Slide 4079, all of the Henderson County, NC Registry.

TOGETHER WITH AND SUBJECT TO the terms, conditions and obligations of that Road Maintenance Agreement to be recorded simultaneously hereto between Grantor, Grantee and all other property owners adjacent to the sixteen foot wide right of way known as Clear Crossing Lane as more specifically described above.

BEING all of the same property conveyed to Three Circles Center, LLC in Deed Book 1295, at Page 4, Henderson County, NC Registry. Reference is also made to deeds recorded in Deed Book 898, Page 845; Book 1166, Page 217 and Deed Book 1166, at Page 218 all of the Henderson County, NC Registry.

JWW