



2014005466

TRANSYLVANIA CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED

12-17-2014 12:59:31 PM

CINDY M OWNBEY  
REGISTER OF DEEDS

BY: BETH C LANDRETH  
ASSISTANT

BK: DOC 712

PG: 142-146

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$0.00

Parcel Identifier No. 8572.19-9388-000 Verified by \_\_\_\_\_ County on the 17 day of Dec, 2014  
By: \_\_\_\_\_ Cal

Mail/Box to: H. Paul Averette, Attorney, P.C., P. O. Box 348, Brevard, NC 28712

This instrument was prepared by: H. Paul Averette, Attorney at Law (NO TITLE SEARCH PERFORMED)

Brief description for the Index: 80.80 Acres, Eastatoo Township

THIS DEED made this 14<sup>th</sup> day of November, 2014, by and between

**GRANTOR**

**KIMBERLY DIANE ALLISON, Successor Trustee  
of the PHYLLIS DIANE ALLISON REVOCABLE  
TRUST, dated August 22, 2001**

**10494 White Birch Drive  
San Diego, CA 92131**

**GRANTEE**

**KIMBERLY DIANE ALLISON**

**10494 White Birch Drive  
San Diego, CA 92131**

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 \_\_\_\_\_, \_\_\_\_\_ Eastatoo \_\_\_\_\_ Township, \_\_\_\_\_ Transylvania County, North Carolina and more particularly described as follows:

**Being all of that property as described Exhibit "A" attached hereto and incorporated herein by reference.**

**TOGETHER WITH and subject to all rights of way, easements and restrictions appurtenant to the Grantors.**

**All or a portion of the property herein conveyed \_\_\_\_\_ includes or X does not include the primary residence of the Grantor.**


The property hereinabove described was acquired by Grantor by instrument recorded in Book 168, page 650.

A map showing the above described property is recorded in Plat File \_\_\_\_\_, Slide \_\_\_\_\_.

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:


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

  
\_\_\_\_\_  
**(SEAL)**  
**KIMBERLY DIANE ALLISON, Successor Trustee**  
**of the Phyllis Diane Allison Revocable Trust,**  
**Dated August 22, 2001**

State of California - County of San Diego

I certify 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: **KIMBERLY DIANE ALLISON, Successor Trustee of the Phyllis Diane Allison Revocable Trust, Dated August 22, 2001.**

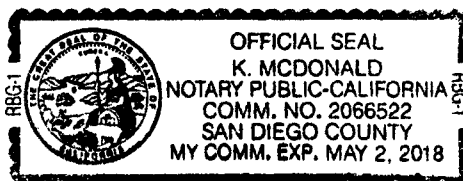
Date: 11/21/2014

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

May 2, 2018

K. McDonald  
\_\_\_\_\_  
Printed or Typed Name of Notary Public



**EXHIBIT "A" TO A DEED FROM KIMBERLY DIANE ALLISON, SUCCESSOR TRUSTEE TO KIMBERLY DIANE ALLISON**

BEGINNING at a railroad spike, the same being shown as point "A" on an unrecorded plat of survey by Robert Raxter, PLS, dated August, 2001 (Drawing No: A-3736) and in the northern line of property now or formerly owned by Grey (Deed Book 102 at Page 123) and running North 84 deg. 45 min. 32 sec. West 203.58 feet to a concrete monument replacing an existing iron pipe, the same located in the southern margin of a small stream; thence, along and with the eastern line of the Pisgah Girl Scout property (Deed Book 110 at Page 159) North 20 deg. 20 min. 45 sec. West 772.80 feet to a concrete monument set; thence, North 3 deg. 43 min. 11 sec. East 2235.74 feet to an existing iron pipe; thence, North 17 deg. 21 min. 56 sec. East 57.97 feet to an existing iron pipe; thence, North 36 deg. 00 min. 51 sec. East 124.81 feet to a concrete monument replacing an existing iron pipe and in the southern line of property now or formerly owned by G. H. Farley (Deed Book 170 at Page 160); thence, along and with the southern line of Farley North 82 deg. 33 min. 22 sec. East 622.67 feet to an iron rod set at an oak stump in the western line of property now or formerly owned by Claude Nicholson; thence, down and with Nicholson's western line and along and with a fence line generally, six (6) calls as follows: South 27 deg. 48 min. 14 sec. West 175.03 feet to an iron rod set; thence, South 40 deg. 59 min. 14 sec. East 485.62 feet to an iron rod set; thence, South 15 deg. 15 min. 56 sec. East 353.23 feet to an iron rod set; thence, South 11 deg. 53 min. 46 sec. East 139.19 feet to an iron rod set; thence, South 27 deg. 04 min. 05 sec. East 171.85 feet to an iron rod set; thence, South 19 deg. 14 min. 31 sec. East 134.51 feet to an existing iron pipe in the western line of property now or formerly owned by Arthur William Barton, Jr. (Deed Book 328 at Page 708); thence, along and with the western line of Barton seven (7) calls as follows: South 18 deg. 57 min. 57 sec. East 62.99 feet to a fence post; thence, South 14 deg. 09 min. 12 sec. East 99.31 feet to a fence post; thence, South 10 deg. 08 min. 55 sec. East 188.18 feet to an existing iron pipe; thence, South 10 deg. 08 min. 55 sec. East 11.11 feet to a point in the fork of two (2) streams; thence, South 19 deg. 39 min. 25 sec. West 122.18 feet to a point; thence, along and with the meanders of said small stream a distance of approximately 150 feet to a point; thence, South 17 deg. 36 min. 18 sec. West 49.86 feet to its point of intersection with Lower Creek; thence, along and with the meanders of Lower Creek approximately 300 feet to a point at the intersection of Lower Creek with Walnut Hollow Road (SR 1103); thence, South 15 deg. 45 min. 02 sec. East 44.41 feet to a point; thence, along and with the western line of property now or formerly owned by Richard T. Hucker (Deed Book 227 at Page 473) South 33 deg. 47 min. 26 sec. East 285.35 feet to an existing iron pipe; thence, along and with the western line of property now or formerly owned by Ed N. Baker (Deed Book 371 at Page 360) South 55 deg. 41 min. 19 sec. West 567.11 feet to a 22-inch beech tree on the east bank of Walnut Hollow Road; thence, due west several feet to a point in the center of Walnut Hollow Road; thence, down and with the center of Walnut Hollow Road, South 00 deg. 00 min. 21 sec. West 62.84 feet to a point; thence, South 4 deg. 41 min. 55 sec. East 68.86 feet to railroad spike; thence, South 6 deg. 39 min. 24 sec. East 24.60 feet to a railroad spike and the point of BEGINNING. Containing 80.80 acres, more or less, and pursuant to an unrecorded plat of survey by Robert Raxter, PLS, dated August, 2001 (Drawing No: A-3736).

TOGETHER WITH and subject to all rights of way, easements and restrictions appurtenant to the Grantor and the subject premises herein; and more particularly subject to the terms and metes and bounds of that certain document entitled "Boundary Line Agreement" between the Grantor and the Girl Scouts of Western North Carolina, Pisgah Council, Inc. dated the 14th day of May, 2003 and recorded in Book 164 at Page 469 in the office of the Register of Deeds for Transylvania County, North Carolina, reference to which is hereby made in order to determine the true boundary line between the Grantor and the Girl Scouts of Western North Carolina, Pisgah Council, Inc., the drafter noting that follows the courses and distances set forth within said Boundary Line Agreement.

Being all of that property as described in a deed from Phyllis Diane Allison, Widow of Charles Francis Allison to Phyllis Diane Allison, Trustee of The Phyllis Diane Allison Revocable Trust dated August 22, 2001, recorded on June 6, 2003 in Book 168 at page 650 of the Transylvania County Registry.

**EXHIBIT "B" TO A DEED FROM KIMBERLY DIANE ALLISON, SUCCESSOR TRUSTEE TO KIMBERLY DIANE ALLISON**

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

**CERTIFICATE OF TRUST**

Pursuant to the North Carolina General Statutes Section 36C-10-1013 and similar applicable laws of this and any other applicable jurisdictions, KIMBERLY DIANE ALLSION as Successor Trustee, under the agreement referenced herein, does hereby make the following representations and assurances:

1. A trust agreement as referred to herein and hereinafter known as Trust Agreement or Trust was executed on August 22, 2001, and amended on March 23, 2004.

2. The identity of the Settlor and Trustee under the Trust Agreement is: Phyllis Diane Allison (now deceased).

3. That upon the death of Phyllis Diane Allison, Kimberly Diane Allison was named as Successor Trustee.

4. The current Trustee and address of the Trustee is: Kimberly Diane Allison, 10494 White Birch Drive, San Diego, California 92131.

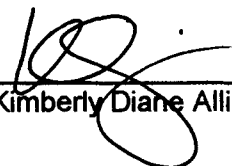
5. The powers of the Trustee under the Trust Agreement include the following: "With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property;"

6. The Trust Agreement is not revocable.

7. The Trustee, Phyllis Diane Allison received title to the Trust property by North Carolina General Warranty Deed dated September 12, 2002, and recorded on June 6, 2003, in the office of the Register of Deeds for Transylvania County, North Carolina, in Book 168, page 650.

8. The Trust Agreement has not been revoked, modified, or amended in any manner that would cause the representations made herein to be incorrect.

This the 21 day of November, 2014.

  
\_\_\_\_\_(Seal)  
Kimberly Diane Allison, Trustee

STATE OF CALIFORNIA, COUNTY OF San Diego

I, the undersigned Notary Public of the County and State aforesaid, certify that KIMBERLY DIANE ALLISON. Successor Trustee of The Phyllis Diane Allison Revocable Trust dated August 22, 2001, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 21st day of November, 2014.

[Signature]

Notary Public

K. McDonald

Printed or Typed Name of Notary Public

My Commission Expires:  
May 2, 2018

