


2007005823 00264


 FORSYTH CO, NC FEE \$26.00
 STATE OF NC REAL ESTATE EXTX
\$11893.00
 PRESENTED & RECORDED:
 01-31-2007 03:43 PM
 DICKIE C WOOD
 REGISTER OF DEEDS
 By: BETTY C CAMPBELL DPTY
BK:RE 2727
PG:914-918

Excise Tax \$11,893.00

Recording Time, Book and Page

Tax Lot No. Block 4236A, Lots 002A, 002B, 004 and 101 Parcel Identifier No: Block 4236
 Verified by _____ County on the _____ day of _____, 2007
 by _____

Mail after recording to: **Kilpatrick Stockton LLP** *KS BOP 123* (4)
 3737 Glenwood Avenue, Suite 400, Raleigh, NC 27612
 This instrument was prepared by: **Johnston, Allison & Hord, P.A.**
 1065 East Morehead St., Charlotte, NC 28204

Brief Description for the index

Tract 2A, Tract 2B, Tract 4, and Phase II (Clemmons Village)
Plat Book 47, Page 120

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 19th day of January, 2007, by and between

GRANTOR

CVW, LLC,
a North Carolina limited liability company

c/o Pinnacle Properties, LLC
 801 East Trade Street, Suite 200
 Charlotte, North Carolina 28202

GRANTEE

CLEMMONS TOWN CENTER, LLC
a North Carolina limited liability company

101 Worthington Avenue, Suite 204
 Charlotte, North Carolina 28203

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 Clemmons, Clemmons Township, Forsyth County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2346, Page 1023, Forsyth County Public Registry.

A map showing the above-described property is recorded in Plat Book 47, Page 120, Forsyth County Public Registry.

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 the 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.

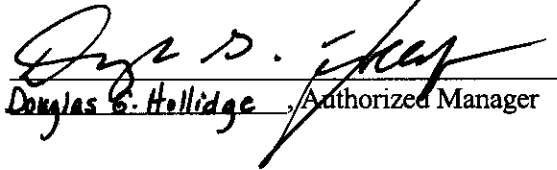
Title to the property hereinabove described is subject to the following exceptions:

See Exhibit B attached hereto.

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.

CVW, LLC,
a North Carolina limited liability company

By:


Douglas G. Hollidge, Authorized Manager

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Nicole M. Mattern, the undersigned, a Notary Public of the County and State aforesaid, certify that Douglas G. Hollidge, Authorized Manager of CVW, LLC, personally appeared before me this day and executed the foregoing instrument.

I certify that the Signatory personally appeared before me this day, and (check one of the following):

☒ (I have personal knowledge of the identity of the Signatory); or

☐ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

☐ a driver's license or

☐ in the form of _____); or

☐ (a credible witness has sworn to the identity of the Signatory).

WITNESS my hand and notarial seal this the 19th day of January, 2007.

Nicole M. Mattern

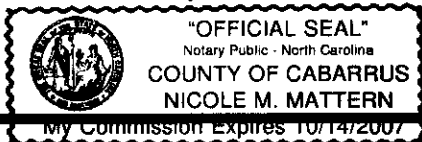
Notary Public

Print Name: Nicole M. Mattern

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 10/14/2007

[SEAL]



The foregoing Certificate(s) of _____ 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 Forsyth COUNTY

By _____
Deputy/Assistant-Register of Deeds.

Exhibit A

Legal Description

BEING all of Tract 2A (0.920 Acres), Tract 2B (0.812 Acres), Tract 4 (1.064 Acres), Phase 11 (6.210 Acres) and the 50' Private Access & Utility Easement, all as shown on that certain subdivision plat entitled "Clemmons Village – Phase One – Second Revision" recorded in Plat Book 47, 120, Forsyth County Register of Deeds.

LESS AND EXCEPT the Pond Maintenance Easement area containing 0.857 acres and further described as follows: BEGINNING at a point in the 25' Pond Maintenance Private Access Easement; thence N 16° 52' 31" E a distance of 20.44' to a point; thence N 00° 40' 25" E a distance of 4.52' to a point; thence N 00° 40' 25" E a distance of 117.43' to a point; thence N 32° 44' 06" W a distance of 47.53' to a point; thence 82° 43' 13" W a distance of 73.58' to a point; thence S 46° 23' 52" W a distance of 53.41' to a point; thence S 05° 45' 29" W a distance of 188.56' to a point; thence S 14° 47' 36" E a distance of 45.26' to a point; thence S 75° 03' 46" E a distance of 109.04' to a point; thence N 16° 52' 31" E a distance of 110.25' to a point; which is the point of beginning, having an area of 37,333.52 square feet, 0.857 acres.

TOGETHER with all right, title and interest in that certain Declaration of Comprehensive Reciprocal Easement and Operation Agreement recorded in Book 2450, Page 1016, Forsyth County Registry, as amended by that First Amendment to Declaration of Comprehensive Reciprocal Easement and Operation Agreement recorded in Book 2512, Page 3035 Wake County Registry; and as further amended by that Second Amendment to Declaration of Comprehensive Reciprocal Easement and Operation Agreement recorded in Book 2727, Page 893, Forsyth County Registry.

Exhibit B

Permitted Exceptions

1. Taxes and assessments for the year 2007 and subsequent years, not yet due and payable.
2. Easement in favor of Duke Power Company as recorded in Book 1773, Page 3711, of the Forsyth County Registry.
3. Easement in favor of Department of Transportation as recorded in Book 1753, Page 436, of the Forsyth County Registry.
4. Right of way in favor of Department of Transportation as recorded in Book 1753, Page 432 of the Forsyth County Registry.
5. Contract of Conveyance between CVW, LLC and City of Winston-Salem recorded in Book 2644, Page 4098, Forsyth County Registry.
6. Declaration of Comprehensive Reciprocal Easement and Operation Agreement recorded in Book 2450, Page 1016, as amended by that First Amendment to Declaration of Comprehensive Reciprocal Easement and Operation Agreement recorded in Book 2512, Page 3035, Forsyth County Registry, as further amended by that Second Amendment to Declaration of Comprehensive Reciprocal Easement and Operation Agreement recorded in Book ~~2727~~ Page ~~893~~, Forsyth County Registry.
7. Easement in favor of BellSouth Telecommunications as recorded in Book 2445, Page 697, of the Forsyth County Registry.
8. Stormwater Control Operations and Maintenance Lien and Easement Agreement recorded in 2386, Page 718, Forsyth County Registry.
9. Easements, setback lines and any other matters shown on plat recorded in Plat Book 47, Page 120; Plat Book 47, Page 1 and Plat Book 46, Page 120 of the Forsyth County Registry.