2014047074 00113 FORSYTH CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED

12-31-2014 12:17:57 PM

C. NORMAN HOLLEMAN
REGISTER OF DEEDS

REGISTER OF DEEDS

BY. LORI HOLLOWAY

BK: RE 3211 PG: 2737-2738

DRAFTED BY: Deron K. Henry, Assistant City Attorney	Tax Block: PIN# 6846-12-6220	
Mail after recording to: Box 6 - Roy 137	Mail future tax bills to:	
	Frederick Sparks	
	1735 North Dunlith Ausnice	
	Winston-Lalem, NC 27/108	

FORSYTH COUNTY, NORTH CAROLINA SPECIAL-WARRANTY DEED

THIS DEED made this <u>3/5</u> 7	day of <u>December</u>	, 20 <u>//</u> , by and between

GRANTOR

CITY OF WINSTON-SALEM, a municipal corporation 101 N. Main St. Winston-Salem, NC 27101

GRANTEE

Frederick Sparks 1735 North Dunleith Avenue Winston-Salem, NC 27105

The designation Grantor and Grantee, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine, or neuter, as required by context.

WITNESSETH, that the Grantor for valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does, hereby, grant, bargain, sell, and convey unto the Grantee, in fee simple a tract (hereinafter, the "Tract") of land in Forsyth County, North Carolina, Winston Township, more particularly described as follows:

Lot 260, East Fourteenth Street Development Company, plat of which is recorded in Plat Book 2, Page 32A, Forsyth County Registry.

None of the property herein conveyed includes the primary residence of the Grantor.

The Property herein conveyed is subject to all encumbrances, easements, and restrictions of record and any existing unrecorded utility easements.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple. Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

Grantor specifically disclaims and excludes all implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. The City specifically disclaims any warranty or representation regarding the condition of the property conveyed herein and any building or other structure thereon, accordingly, the Grantee accepts the property "AS IS/WHERE IS, AND WITH ALL FAULTS". Grantee acknowledges that the Grantor has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guarantees, of any kind or character, whatsoever, concerning the (i) value, nature, quality, or condition of the Property and the (ii) suitability of the Property for any and all activities and uses to which the Grantee may conduct thereon. Without limiting the scope of the foregoing, the Grantor has not made, does not make, and specifically negates and disclaims any representation that the Property is free of or from: (1) any

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material or substance which detrimentally affects the value, nature, quality, or condition of the Property, (2) unsuitable soil conditions, (3) flooding, (4) stormwater drainage problems, (5) unsuitable topography, (6) unknown utility lines or other subterranean structures, and their unrecorded easements, and (7) zoning regulations adversely affecting the intended use of the Property.

Authority for the undersigned officers of Grantor to execute this deed was conferred by resolution of the City Council of Winston-Salem at a legal meeting, thereof, on the 15th day of December, 2014.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed, in its corporate name, by its City Manager, attested by its City Secretary, and its seal to be hereunto affixed, by authority of its City Council, the day and year first as the company.

ATTEST:

CITY OF WINSTON-SALEM

City Manager, Lee D. Garrity

City Secretary, Renée L. Phillips