

**2023008588 00167**

FORSYTH COUNTY NC FEE \$26.00  
 STATE OF NC REAL ESTATE EXT  
**\$27500.00**

PRESENTED &amp; RECORDED

03/17/2023 04:56:00 PM

**LYNNE JOHNSON**

REGISTER OF DEEDS

BY: CARLA B FLEMING, DPTY

**BK: RE 3745****PG: 139 - 143**Excise Tax \$27,500.00

Tax Lot No. \_\_\_\_\_

Parcel Identifier No. **6822-52-8308.000**

Verified by Forsyth County on the \_\_\_\_\_ day of March, 2023, by \_\_\_\_\_.

Mail after recording to:  
 Club Forest OCWS, LLC  
 500 N. Birdneck Road, Suite 100  
 Virginia Beach, Virginia 23451

Prepared by:  
 Matthew W. Barnes  
 Burr & Forman LLP  
 434 Fayetteville Street, Suite 1730  
 Raleigh, North Carolina 27601

**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED made this 17th day of March, 2023, by and between

**GRANTOR**

**DDRM SHOPS AT OLIVER'S  
 CROSSING LLC**, a Delaware limited  
 liability company  
 3300 Enterprise Parkway  
 Beachwood, Ohio 44122

**GRANTEE**

**CLUB FOREST OCWS, LLC**, a Virginia  
 limited liability company ("**Club Forest**"),  
 and **WOODWAY OCWS, LLC**, a Virginia  
 limited liability company ("**Woodway**"), as  
 tenants in common (**Club Forest and  
 Woodway, collectively, "Grantee"**)  
 500 N. Birdneck Road, Suite 100  
 Virginia Beach, Virginia 23451

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 in fee simple, with special warranty of title, (i) unto Club Forest, a 78% undivided interest in and to all that certain lot or parcel of land situated in Forsyth County, North Carolina, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ; together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all improvements situated thereon, all sewer and wastewater discharge capacity allocated or reserved thereto, all potable water capacity allocated or reserved thereto, all other utility rights allocated or reserved thereto, all development rights with respect thereto and any right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate (such land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to collectively, as the "**Property**") and (ii) unto Woodway, a 22% undivided interest in and to the Property; subject, in each case, however to those matters described on Exhibit "B," attached hereto and made a part hereof for all purposes, but only to the extent that the same are valid and subsisting and affect or relate to the Property.

The Property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 3009, Page 1334.

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

A map showing the above described property is recorded in Plat Book 45, Page 178, Forsyth County Registry.


TO HAVE AND TO HOLD the Property unto Grantee in fee simple, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, except for the exceptions hereinafter stated on Exhibit "B", but not otherwise.

*(Signature page to follow.)*

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed by its duly authorized officer and its seal to be hereunto affixed, the day and year first above written.

GRANTOR:

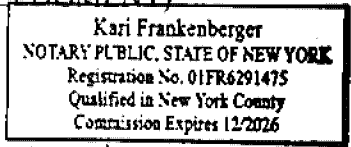
**DDRM SHOPS AT OLIVER'S CROSSING LLC,**  
a Delaware limited liability company

By:   
John M. Cattonar  
Executive Vice President

(ACKNOWLEDGMENT)

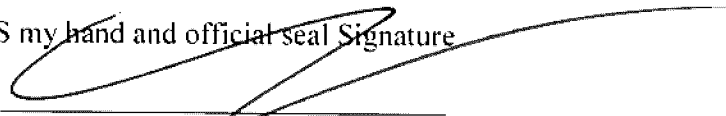
STATE OF NEW YORK  
COUNTY OF Manhattan

SS.  
SS.



On March 7th, 2023, before me, Kari Frankenger, a Notary Public, personally appeared John M. Cattonar, as the Executive Vice President of DDRM SHOPS AT OLIVER'S CROSSING LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal Signature 

Signature \_\_\_\_\_

(Seal)

My commission expires: 12/2026

**EXHIBIT A**  
**Legal Description**

That certain piece, parcel or lot of land known as Lot 1A as shown on a plat of The Shoppes at Oliver's Crossing recorded in Plat Book 45 at Page 178 in the land records of Forsyth County, North Carolina.

TOGETHER WITH non-exclusive rights over Outparcels pursuant to that certain Declaration of Easements, Covenants and Restrictions by Oliver's Crossing (E&A), LLC, dated October 31, 2003, filed for record November 10, 2003 and recorded in Book 2421 at Page 1205 in the land records of Forsyth County, North Carolina.

TOGETHER WITH benefits from the Deed of Easement and Agreement recorded in Book 2237, page 2938 and recorded in Book 2237, page 2959.

IT BEING the same property conveyed to DDRM Shops at Oliver's Crossing LLC, a Delaware limited liability company by Corrective Special Warranty Deed from DDR Retail Real Estate Limited Partnership, an Illinois limited partnership, successor-in-interest to Inland Southeast Olivers Crossing, L.L.C., a Delaware limited liability company, dated June 28, 2011 and recorded July 5, 2011 in Book 3009, Page 1334, which corrects that Special Warranty Deed dated June 8, 2007 and recorded in Book 2764, Page 2336, said property was previously conveyed by Grantor to DDRM Olivers Crossing Shopping Center, LLC, an entity that does not exist under the laws of any state. The entity name was incorrectly listed on the deed and this deed is being filed in order to correct the prior scrivener's error.

**EXHIBIT B**  
**Permitted Exceptions**

1. Deed of Trust from Club Forest OCWS, LLC and Woodway OCWS, LLC to Fidelity National Title Insurance Company, Trustee for RGA Reinsurance Company, dated as of the date hereof and filed for record in the Office of the Register of Deeds for Forsyth County, North Carolina, securing \$5,800,000.00.
2. Assignment of Leases and Rents from Club Forest OCWS, LLC and Woodway OCWS, LLC to RGA Reinsurance Company, dated as of the date hereof and filed for record in the Forsyth County, North Carolina Register of Deeds.
3. Taxes for the year 2023 and subsequent years, none now due and owing and/or payable.
4. Declaration of Easements, Covenants and Restrictions recorded at Book 2421, Page 1205.
5. Right of Way Agreement in favor of Duke Energy Carolinas, LLC recorded at Book 2850, Page 3264.
6. Easement in favor of Duke Energy Carolinas, LLC recorded at Book 3541, Page 1733.
7. Easement reserved in Deed recorded at Book 2237, Page 2934.
8. Dedication recorded at Book 2237, Page 2933.
9. Rights of others in and to that benefitting Deed of Easement and Agreement recorded at Book 2237, Page 2938.
10. Rights of others in and to that benefitting Deed of Drainage Easement and Agreement recorded at Book 2237, Page 2959.
11. Rights of others in and to the following matters shown on survey made by Joe M. Parker Surveying & Mapping dated February 3, 2023: a) Peters Creek Parkway (200' Public R/W); b) Olivers Crossing Drive; c) 50' Private Access Easement; d) 20' Sanitary Sewer Easement; e) 20' Waterline Easement; f) Branch.
12. Easement in favor of Duke Power Company recorded at Book 2212, Page 1542.
13. Right of Way Agreement in favor of Duke Energy recorded at Book 2292, Page 304.
14. Rights of tenants, as tenants only, under any recorded and unrecorded leases as set forth on Exhibit "B" of that certain unrecorded Assignment of Leases and Guaranties by and between Grantor and Grantee, and dated as of even date herewith.