

2023036969 00074FORSYTH COUNTY NC FEE \$26.00
STATE OF NC REAL ESTATE EXT
\$2.00

PRESENTED & RECORDED

10/30/2023 01:05:03 PM

LYNNE JOHNSON

REGISTER OF DEEDS

BY: CARLA B FLEMING, DPTY

BK: RE 3779**PG: 1780 - 1786****NORTH CAROLINA SPECIAL WARRANTY DEED**Excise Tax: \$ 2.00Parcel Identifier No. 6836-73-5213.00; 6836-75-6695.00; 6836-75-7644.00 and 6836-93-0248.00 Verified by Forsyth
County on the _____ day of _____, 2023

By: _____

Mail/Box to: Bell, Davis & Pitt, P.A., Box 106, Attn: Mallory M. Oates

This instrument was prepared by: Mallory M. Oates

Brief description for the Index: 4 lots, Northeast Winston-SalemTHIS DEED made this 30th day of October, 2023, by and between

GRANTOR	GRANTEE
City of Winston-Salem, a North Carolina municipal corporation P.O. Box 2511 Winston-Salem, NC 27102	Habitat for Humanity of Forsyth County, Inc., a North Carolina non-profit corporation 1023 W. 14 th Street Winston-Salem, NC 27105

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 sell and convey unto the Grantee in fee simple, all

of those that certain lots or parcels of land situated in the City of Winston-Salem, Winston Township, Forsyth County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, OR (VII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY LOCAL, STATE OR FEDERAL AGENCIES, LAWS AND REGULATIONS RELATING TO HAZARDOUS SUBSTANCES, TOXIC WASTES AND UNDERGROUND STORAGE TANKS. GRANTEE ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN MADE, EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH IN THIS DEED.

The Property was acquired by Grantor by instrument recorded in Book ____page ____.

All or a portion of the Property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

A map showing the Property is recorded in Plat Book ____page ____., Forsyth County Registry

UPON CONDITION and provided that always that if, subsequent to this conveyance:

(1) GRANTEE shall fail to use the property conveyed herein for the public purposes set forth in the Purchase and Development Agreement or the Declaration of Restrictive Covenants and Conditions recorded contemporaneously herewith and made a part hereof and in accordance with the terms and conditions thereof ; or

(2) GRANTEE shall fail to pay the ad valorem taxes or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provisions satisfactory to GRANTOR made for such payment, removal, or discharge, within sixty (60) days after written demand by GRANTOR to do so.

THEN GRANTOR shall have the right to re-enter and take possession of the property and to terminate (and revert in GRANTOR) the estate herein conveyed in accordance with the Declaration of Restrictive Covenants and Conditions, it being the intent of this provision that this conveyance be made upon a condition subsequent to the effect and in the event of any default or failure or violation other action or inaction by GRANTEE as specified in subdivisions (1) and (2) above, failure on the part of GRANTEE to remedy or end or abrogate such default or failure or violation or other action or inaction within the period and in the manner stated in such subdivisions, GRANTOR, at its option, may declare a termination in favor of GRANTOR of the title, and of all rights and interests in and to the property herein conveyed, and that such title and all rights and interests of GRANTEE, and his successors and assigns to and in the property, shall revert to GRANTOR in accordance with the Declaration of Restrictive Covenants and Conditions. All fees and costs, including attorneys' fees, accrued in such reversion shall be paid by the GRANTEE.

In addition to the above, this conveyance is also subject to the Grantee complying with the following development and public purpose conditions:

a) Construction of the first Housing Unit or Single-family Dwelling must be completed within six months from the date the deed from the City to Grantee-Buyer Developer is filed with the Forsyth County Register of Deed. The construction of the remaining three (3) Housing Units or Single-family Dwellings must be substantially completed, as determined by the City, within eighteen (18) months from the date the deed from the City to Grantee-Buyer Developer is filed with the Forsyth County Register of Deed, unless extended by the parties. As each Housing Unit or Single-family Dwelling is completed and sold, each shall be released from this time of development requirement.

(b) The public purpose for which the property shall be used as defined herein in accordance with the March 20, 2023 resolution adopted by the Winston-Salem City Council.

(c) If the Grantee-Buyer Developer fails to meet the time of development and public purpose conditions set forth herein, then the City-Grantor may allow the conveyance to become null and void. The City shall be vested with a right to re-enter and terminate the conveyance as detailed below:

(i) The Grantor City has the right to re-enter and terminate the conveyance. The only compensation that would be owed by the Grantor-City to the Grantee-Buyer Developer is the purchase price for the lots for which the Grantor-City has the right to reenter and take the property. The real property and any and all improvements, incomplete improvements, structures, and fixtures then upon the Property will remain upon the Property and become possessed and owned by the Grantor-City.

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 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 only, other than the following exceptions:

Ad valorem property taxes for the current and subsequent years (prorated through the date of Closing), easements, rights of way, restrictions and conditions of record and matters visible from an inspection of the Property or reflected on an accurate survey of the Property, any local, county, state, or federal laws, ordinances or regulations relating to zoning, environment, subdivision, occupancy, use, construction or development of the Property, including existing violations of said laws, ordinances or regulations. This conveyance is made subject to all easements, restrictions, covenants, conditions, and all other agreements and matters of record, and any and all unrecorded City of Winston-Salem utility easements. Nothing herein shall be construed as limiting the right of the Grantor to access and use any recorded and/or unrecorded easements encumbering the Property herein conveyed for the constructions, inspection, maintenance,

repair, replacements, reconstruction, expansion and relocation of the utility infrastructure that has been previously installed on the Property; provided, however, if any City utilities are located on the Property without the benefit of a recorded easement and the location of those utilities are located below or materially hinder or impair the improvements constructed by Grantee on the Property or the operation and use of such improvements, the Grantor shall be required to relocate such utilities, at its own cost and expense, so as not to interfere with the Property's ongoing use.

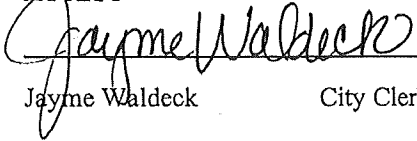
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

[Signatures on Next Page]

GRANTOR:

CITY OF WINSTON-SALEM, a North Carolina municipal corporation

ATTEST



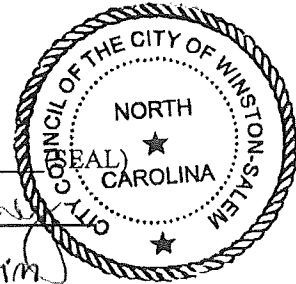
Jayme Waldeck

City Clerk

(SEAL) By: _____

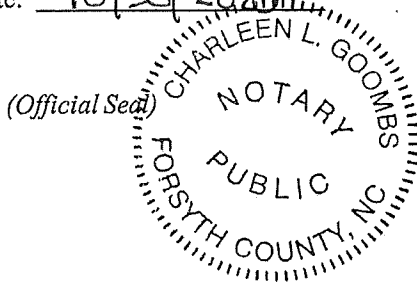
Name: _____

Title: City Manager

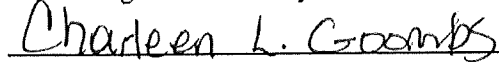


STATE OF NORTH CAROLINA – COUNTY OF FORSYTH

I certify that 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 herein and in the capacity indicated: Patrice Toney [Name] Interim City Manager [Title] of City of Winston-Salem, a North Carolina municipal corporation

Date: 10/30/2023

Official Signature of Notary



Notary's printed or typed name

My commission expires: 7/24/2024

APPROVED BY CITY ATTORNEY:



EXHIBIT "A"
Property Description

Parcel A:

TRACT 1:

BEGINNING at an iron stake on the south side of 18th Street, said stake being distant westwardly 49.4 feet from the southwest intersection of 18th Street and Dunleith Avenue, said iron stake being also at the northwest corner of Lot No. 135 on the hereinafter mentioned map; and running thence westwardly with the south side of 18th Street 37.1 feet to an iron stake; thence southwardly 126.8 feet to an iron stake; thence eastwardly 55 feet to an iron stake; thence northwardly 113.5 feet to an iron stake on the south side of 18th Street, the place of BEGINNING. The same being known and designated as Lot No. 136 as shown on an amendment to original map of Liberty Heights as recorded in First Book 3, Page 30A (3) in the Office of the Register of Deeds of Forsyth County, North Carolina.

Being the identical property conveyed to Lester Ames and wife, Louise Ames, by deed recorded in Book 607 at Page 44. Louise Ames died 12/3/57. Lester Ames died 12/7/81. See File No. B1 E 1348

TRACT 2:

BEGINNING at the Southwest corner of 18th Street and Dunleith Avenue, running thence South 92.2 feet along the West line of Dunleith Avenue to a stake in the corner of Lot No. 134; thence westwardly along the North line of Lot No. 134, 54.2 feet to a stake in the corner of Lot No. 136; thence northwardly 113.5 feet to a stake in the south line of 18th Street; thence eastwardly along the south line of 18th Street, 49.4 feet to the point of BEGINNING, and being known and designated as Lot No. 135 of Block 1243 on the Map of Liberty Heights, Book 97, Page 573, in the Office of the Register of Deeds of Forsyth County, North Carolina.

TRACT 3:

BEING that portion of the alley adjacent to the two (2) tracts described above acquired by the City of Winston-Salem upon the recording of that Resolution Ordering the Closing of Various Streets and Alleys recorded in Book 1774, Page 507, Forsyth County Registry.

Parcel B:

LYING and being in the City of Winston-Salem, Forsyth County, North Carolina, and beginning at a point in the north line of East 25th Street, said point being 50 feet east of the northeast intersection of Dunleith Avenue and East 25th Street, running thence along the east line of Lot "C" North 2 deg. East 159 feet to a point in the south line of East 26th Street and the northeast corner of Lot No. "C"; running thence along the south line of East 26th Street South 84 deg. 45 min. East 50 feet to a point, the northwest corner of Lot No. 2; running thence along the west line of Lot No. 2, South 2 deg. West 156 feet to a point in the north line of East 25th Street, the southwest corner of Lot No. 2; running thence along the north line of East 25th Street, North 88 deg. 0 min. West 50 feet to the Point and Place of BEGINNING, being known and designated as Lot No. 1 of the James G. Hanes Property as recorded in Plat Book 1, Page 8, office of the Register of Deeds of Forsyth County, and further being the same property as surveyed by J. E. Ellebbe, C. E., October 8, 1945, and entitled, "Property of Elbert Overby and wife, Elizabeth G. Overby."

Parcel C:

Being known and designated as Lot No. 2 on the Map of James G. Hanes as the same is platted, planned and recorded in Plat Book 1, Page 8, Forsyth County Registry.

Parcel D:

Being known and designated as Lot No. 47, said lot fronting 50 feet on the south side of 18th Street in Overbrook, as shown on plat of said property recorded in Plat Book 1, Page 5-A, Forsyth County Register of Deeds, North Carolina.