

**2023038443 00015**

FORSYTH COUNTY NC FEE \$26.00  
 STATE OF NC REAL ESTATE EXT  
**\$25000.00**

PRESENTED & RECORDED  
 11/13/2023 08:23:49 AM  
**LYNNE JOHNSON**  
 REGISTER OF DEEDS  
 BY: CARLA B FLEMING, DPTY  
**BK: RE 3781**  
**PG: 666 - 672**

Prepared by:  
 Dugan Kelley  
 Kelley Clarke, PC  
 603 E Broadway St.  
 Prosper, TX 75078

November 8, 2023

**SPECIAL WARRANTY DEED**

STATE OF NORTH CAROLINA    §  
   §           KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF FORSYTH           §

LA DEARA CREST 246, LLC, a North Carolina limited liability company ("**Grantor**"), for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto CIG 245 LDC LLC, a Virginia limited liability company ("**Grantee**") the tract or parcel of land in Forsyth County, North Carolina described in Exhibit A, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interests are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all easements, restrictions, reservations and covenants now of record and further subject to all matters that a current, accurate survey of the Property would show, together with the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Exceptions**").

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED." Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as defined in the purchase and sale agreement, the "**Sale Agreement**" between Grantor and Grantee) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood

submitted electronically by "Madison Title Agency, LLC"  
 in compliance with North Carolina statutes governing recordable documents  
 and the terms of the submitter agreement with the Forsyth County Register of Deeds.

plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all Regulation federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property Documents, (s) tax consequences, or (t) any other matter or thing with respect to the Property. **EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said 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 but not otherwise, subject to the Permitted Exceptions.

Grantee's address is: 870 Greenbrier Circle Ste 601, Chesapeake VA 23320

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 201\_\_ and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.



**EXHIBIT A*****[Description of the Property]***

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Winston Salem, County of Forsyth, State of North Carolina.

**TRACT I**

BEGINNING at an iron pin, said iron pin being located at the intersection of the westerly right-of-way of Fairchild Hills Road and the southerly right-of-way of 26th Street; running thence with the right-of-way of 26th Street, South 89° 19' 00" East 633.64 feet to a point; running thence South 00° 23' 40" West 145.04 feet to a point; running thence South 00° 24' 10" West 144.78 feet to an iron pin in the northerly right-of-way of Short Street; running thence with said right-of-way North 89° 16' 00" West 299.77 feet to a P. K. nail; continuing with said right-of-way running North 89° 17' 20" West 119.88 feet to an iron pin; continuing with said right-of-way running North 89° 22' 20" West 128.87 feet to an iron pin on the easterly right-of-way of Fairchild Hills Road; running thence with said right-of-way North 16° 33' 00" West 254.23 feet to an iron pin; running thence along a curve to the right having a chord distance of 48.14 feet, an arc distance of 48.17 feet North 12° 49' 20" West to an iron pin and place of BEGINNING. Being known as Lots 11-30 of Fairchild Hills Subdivision as recorded in Plat Book 23, Page 2, Forsyth County Registry of Deeds.

**TRACT II**

BEGINNING at an iron pin, said iron pin being located at the intersection of the northerly right-of-way of 25th Street and the easterly right-of-way of Fairchild Hills Road; running thence with the right-of-way of Fairchild Hills Road, North 16° 36' 50" West 338.23 feet to an iron pin; running thence along a curve to the right along the easterly right-of-way of Fairchild Hills Road and the southerly right-of-way of Short Street, a chord distance of 49.24 feet, an arc distance of 57.75 feet North 36° 59' 20" East to an iron pin; running thence along the southerly right-of-way of Short Street South 89° 27' 30" East 132.95 feet to an iron pin; continuing with said right-of-way running South 89° 11' 20" East 179.88 feet to an iron pin; continuing with said right-of-way running South 89° 17' 20" East 179.87 feet to an iron pin; running thence South 00° 18' 40" West 191.59 feet to an iron pin; running thence North 89° 48' 10" West 179.99 feet to an iron pin; running thence North 89° 48' 20" West 179.88 feet to an iron pin; running thence North 89° 41' 00" West 90.12 feet to an iron pin; running thence South 00° 43' 10" East 10.00 feet to an iron pin; running thence South 89° 34' 50" East 48.69 feet to an iron pin; running thence South 01° 34' 40" East 157.27 feet to a P. K. nail located on a wall on the northerly right-of-way of 25th Street; running thence with said right-of-way North 89° 55' 20" West 27.70 feet to an iron pin and place of BEGINNING. Being known as Lots 1-10 of Fairchild Hills Subdivision as recorded in Plat Book 23, Page 2, Forsyth County Registry of Deeds.

**TRACT III**

BEGINNING at iron pin, said iron pin being located on the westerly right-of-way of Fairchild Hills Road and being the northeast corner of Lot 40, Fairchild Hills Subdivision as recorded in Plat Book 23, Page 2, Forsyth County Registry of Deeds; running thence with said right-of-way along a curve to the right having a chord distance of 86.91 feet, an arc distance of 87.05 feet South 10° 45' 10" East to an iron pin; continuing with said right-of-way running South 16° 21' 50" East

173.78 feet to an iron pin; running thence South  $16^{\circ} 36' 20''$  East 129.98 feet to an iron pin; continuing with said right-of-way running South  $16^{\circ} 36' 20''$  East 304.00 feet to an iron pin; continuing with said right-of-way along with the northerly right-of-way of 25th Street along a curve to the right having a chord distance of 68.92 feet, an arc distance of 83.05 feet South  $31^{\circ} 58' 00''$  West to an iron pin; running thence with the northerly right-of-way of 25th Street, North  $89^{\circ} 55' 20''$  West 117.00 feet to an iron pin; running thence North  $11^{\circ} 33' 40''$  West 156.48 feet to a point; running thence North  $16^{\circ} 36' 20''$  West 420.09 feet to an iron pin; running thence North  $14^{\circ} 20' 20''$  West 68.19 feet to a point; running thence North  $40^{\circ} 20' 20''$  West 27.37 feet to a point; running thence North  $00^{\circ} 32' 10''$  West 70.89 feet to a point; running thence North  $85^{\circ} 13' 40''$  East 151.50 feet to a point and place of BEGINNING. Being known as Lots 40-50 of Fairchild Hills Subdivision as recorded in Plat Book 23, Page 2, Forsyth County Registry of Deeds.

#### TRACT IV

BEGINNING at an iron pin, said iron pin being the northeast corner of Lot 188, Alexander Heights Subdivision (Section 2), as recorded in Plat Book 1, Page 36; running thence South  $00^{\circ} 48' 00''$  East 162.87 feet to a point in the northerly right-of-way of 26th Street; running thence North  $89^{\circ} 21' 30''$  West 59.88 feet to an iron pin located in the easterly right-of-way of Pendleton Drive; running thence with said right-of-way North  $00^{\circ} 34' 40''$  East 129.96 feet to a point; running thence North  $89^{\circ} 23' 00''$  West 50.00 feet to an iron pin; running thence South  $00^{\circ} 34' 40''$  West 129.94 feet to an iron pin located in the northerly right-of-way of 26th Street; running thence with said right-of-way North  $89^{\circ} 22' 10''$  West 119.95 feet to an iron pin; continuing with said right-of-way North  $89^{\circ} 23' 30''$  West 119.78 feet to an iron pin located at the intersection of the northerly right-of-way of 26th Street and the easterly right-of-way of Colburn Drive; running thence with said right-of-way North  $00^{\circ} 28' 40''$  East 129.92 feet to a point; running thence North  $89^{\circ} 23' 00''$  West 50.00 feet to a point located on the westerly right-of-way of Colburn Drive; running thence South  $00^{\circ} 34' 40''$  West 129.87 feet to an iron pin located in the northerly right-of-way of 26th Street; running thence with said right-of-way North  $89^{\circ} 25' 20''$  West 60.08 feet to an iron pin; running thence North  $89^{\circ} 17' 40''$  West 119.35 feet to an iron pin; running thence North  $89^{\circ} 20' 50''$  West 60.26 feet to an iron pin; running thence along a curve to the right having a chord distance of 14.70 feet, an arc distance of 14.70 feet North  $00^{\circ} 36' 40''$  East to an iron pin; running thence North  $89^{\circ} 23' 40''$  West 60.24 feet to an iron pin; running thence along a curve to the left having a chord distance of 43.36 feet, an arc distance of 43.38 feet South  $02^{\circ} 17' 20''$  East to a point; running thence South  $85^{\circ} 13' 40''$  West 151.50 feet to a point; running thence North  $11^{\circ} 30' 10''$  East 77.09 feet to a point; running thence North  $06^{\circ} 33' 00''$  East 97.64 feet to a point; running thence North  $13^{\circ} 25' 10''$  West 118.33 feet to a point; running thence North  $30^{\circ} 39' 20''$  East 55.53 feet to a point; running thence North  $44^{\circ} 20' 00''$  East 45.27 feet to a point; running thence North  $34^{\circ} 20' 50''$  West 27.07 feet to a point; running thence North  $07^{\circ} 19' 20''$  East 60.56 feet to a point; running thence North  $04^{\circ} 29' 20''$  West 92.30 feet to a point; running thence North  $11^{\circ} 16' 50''$  West 61.77 feet to a point; running thence North  $01^{\circ} 29' 20''$  East 94.03 feet to a point; running thence South  $85^{\circ} 30' 20''$  East 304.32 feet to an iron pin; running thence North  $68^{\circ} 53' 30''$  East 305.71 feet to a point; running thence North  $83^{\circ} 22' 20''$  East 412.04 feet to an iron pin; running thence South  $01^{\circ} 14' 20''$  East 142.01 feet to an iron pin; running thence South  $00^{\circ} 58' 00''$  East 400.29 feet to an iron pin; running thence North  $86^{\circ} 22' 10''$  West 130.76 feet to an iron pin; running thence South  $00^{\circ} 41' 10''$  West 106.35 feet to an iron pin; running thence North  $89^{\circ} 17' 10''$  West 63.90 feet to an iron pin and place of BEGINNING. Being known as Lots 31-38 of Fairchild Hills Subdivision

as recorded in Plat Book 23, Page 2, Forsyth County Registry of Deeds, together with the western portions of Lots 55 and 56 of City View Subdivision as recorded in Plat Book 1, Page 108.

NOTE FOR INFORMATION: Being Parcel No(s). 6836-86-9223.000, of the City of Winston Salem, County of Forsyth.

**EXHIBIT B*****[Permitted Exceptions]***

1. Easement granted to Duke Power Company recorded on December 4, 1947 in Book 574 Page 481.
2. Easement granted to Duke Power Company recorded on March 28, 1967 in Book 941 Page 515.
3. Right of Way Agreement made by and between Ferrell Construction Company, Inc., E.V. Ferrell, Jr., and wife, Sarah T. Ferrell, H.L. Crotts and wife, Almnda S. Crotts and Duke Power Company recorded on May 15, 1967 in Book 944 Page 353.
4. Easement granted to Duke Power Company recorded on April 7, 1972 in Book 1031 Page 569.
5. Easement granted to Duke Power Company recorded on April 7, 1972 in Book 1031 Page 571.
6. Easement granted to Duke Power Company recorded on August 18, 1972 in Book 1037 Page 465.
7. Right of Way and Easement granted to City of Winston-Salem recorded on September 12, 1966 in Book 931 Page 402.
8. Easement granted to City of Winston-Salem recorded on June 9, 1971 in Book 1018 Page 370.
9. Grant of Easement granted to City of Winston-Salem recorded on June 9, 1971 in Book 1018 Page 367.
10. Right of Way Easement granted to Southern Bell Telephone and Telegraph Company recorded on July 12, 1982 Book 1367 Page 1129.
11. Cable Television Installation Agreement made by and between Summit Cable Services of Forsyth County, Inc. and Fairchild Hills Apartments recorded on July 19, 1985 in Book 1496 Page 1331.
12. Conditions, restrictions, covenants and agreements in Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits made by Northeast Winston Ventures Limited Partnership dated October 4, 2013, recorded October 11, 2013, in Forsyth County in Book 3150 Page 1576 and any amendments thereto.
13. Easement and Memorandum of Agreement made by and between La Deara Crest 246, LLC and Spectrum Southeast, LLC recorded on June 8, 2021 in Book 3615 Page 4461.
14. All conditions, matters, easements and setback lines as set forth on plat recorded in Plat Book 1 Page 108.
15. All conditions, matters, easements and setback lines as set forth on plat recorded in Plat Book 23 Page 2.
16. All conditions, matters, easements and setback lines as set forth on plat recorded in Plat Book 25 Page 20.