

**2024002808 00090**

FORSYTH COUNTY NC FEE \$26.00  
 STATE OF NC REAL ESTATE EXT  
**\$7400.00**

PRESENTED & RECORDED  
 01/30/2024 01:42:29 PM  
**LYNNE JOHNSON**  
 REGISTER OF DEEDS  
 BY: CARLA B FLEMING, DPTY  
**BK: RE 3790**  
**PG: 3896 - 3902**

### NORTH CAROLINA SPECIAL WARRANTY DEED

**Excise Stamps: \$7,400.00**

Tax Lot No. 5883-96-8446.000 \_\_\_\_\_ Par ID/PIN: \_\_\_\_\_  
 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 by \_\_\_\_\_

This instrument was prepared by: Joshua R. Holden \*NO TITLE SEARCH PERFORMED OR REQUESTED\*  
 Mail after recording to: Gary R. Wolf, Higgins Benjamin, PLLC, P.O. Box 20570, Greensboro, NC 27420-0570

Brief Description for the Index:

3125 Gammon Lane, Clemmons, NC 27012

This DEED is made this 26<sup>th</sup> day of January, 2024, by and between:

GRANTOR	GRANTEE
<b>DENNIS R. LOUCKS AND SALLY S. LOUCKS, TRUSTEES OF THE DENNIS R. LOUCKS AND SALLY S. LOUCKS 2014 REVOCABLE TRUST UDT DATED MARCH 27, 2014</b> Mailing Address: 1130 Northwood Court Castle Rock, CO 80108	<b>COOK OUT-CLEMMONS, INC.</b> a North Carolina corporation  Mailing Address: 15 Laura Lane, Suite 300 Thomasville, NC 27360

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 good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, Grantor has and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all of its interest in that certain lot or parcel of land situated in the Village of Clemmons, Forsyth County, North Carolina, and more particularly described as follows (the "Property");

**SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN.**

Submitted electronically by "Higgins Benjamin, PLLC"  
 in compliance with North Carolina statutes governing recordable documents  
 and the terms of the submitter agreement with the Forsyth County Register of Deeds.

None of the Property includes the primary residence of Grantor.

The Property was acquired by Grantor pursuant to that certain Deed recorded on July 19, 2019, in Book 3472, Page 385, Forsyth County Register of Deeds.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to 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, but no further, other than the following exceptions:

**See Exhibit B attached hereto**

**[SEPARATE SIGNATURE PAGE FOLLOWS]**

**SEPARATE SIGNATURE PAGE  
NORTH CAROLINA SPECIAL WARRANTY DEED**

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

**DENNIS R. LOUCKS AND SALLY S.  
LOUCKS, TRUSTEES OF THE DENNIS R.  
LOUCKS AND SALLY S. LOUCKS 2014  
REVOCABLE TRUST UDT DATED MARCH  
27, 2014**

By: \_\_\_\_\_

Name: Dennis Loucks

Title: Trustee

By: \_\_\_\_\_

Name: Sally Loucks

Title: Trustee

STATE OF CALIFORNIA  
COUNTY OF SAN LUIS OBISPO

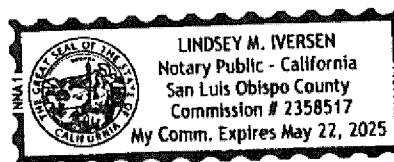
I, Lindsey M. Iversen, a Notary Public for said County and State, do hereby certify that DENNIS AND SALLY LOUCKS, the TRUSTEES of DENNIS R. LOUCKS AND SALLY S. LOUCKS, TRUSTEES OF THE DENNIS R. LOUCKS AND SALLY S. LOUCKS 2014 REVOCABLE TRUST UDT DATED MARCH 27, 2014, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

WITNESS my hand and official seal, this the 26<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Lindsey M. Iversen Notary Public

My Commission Expires: May 22, 2025

[NOTARIAL SEAL/STAMP]



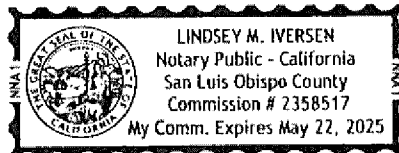
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
   )  
 COUNTY OF SAN LUIS OBISPO        )

On January 26, 2024, before me, Lindsey M. Iversen, Notary Public, personally appeared Dennis R. Loucks and Sally S. Loucks, who proved to me on the basis of satisfactory evidence to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Lindsey M. Iversen  
 Notary Public

## **Exhibit A**

**Tract 1: (Fee)**

BEING all of Lot 3 shown on that certain plat entitled "Right of Way Dedication, Public and Private Utility Plat for: Lewisville Clemmons Road Realty LLC and Young Men's Christian Association of Northwest North Carolina" recorded in Plat Book 67, at Pages 12 through 14 in the Office of the Register of Deeds for Forsyth County, North Carolina.

**Tract 2: (Easement):**

TOGETHER WITH those easements appurtenant to the above described property as contained in that certain Declaration of Easement Agreement with Covenants, Conditions and Restriction recorded in Book 3317 at Page 784, Forsyth County Registry.

**Tract 3: (Easement):**

TOGETHER WITH those easements appurtenant to the above described property as contained in that certain Declaration of Restrictions, Covenants and Conditions and Grants of Easements recorded in Book 3335 at Page 4101, Forsyth County.

**Exhibit B**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, after the date of execution hereof.
2. The lien of all taxes for the year 2023, which are due and payable but not yet delinquent, and subsequent years.
3. Declaration of covenants, conditions, restrictions, easements, charges, assessments, liens, options, rights of or to purchase, and rights of first refusal (but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law) recorded in Book 3317, Page 784 and Book 3335, Page 4101 and any amendments and/or supplements thereto.
4. Covenants and Restrictions set forth in the Memorandum of Lease by and between Lewisville Clemmons Road Realty, LLC and Publix North Carolina, LP recorded in Book 3317, Page 806.
5. Building restriction lines, easements, and any other matters shown on map or plat recorded in Plat Book 67, Page(s) 12-14.
6. Easement(s) and right(s)-of-way for roads or public/private utilities.
7. Easement(s) or right(s)-of-way in favor of Southern Bell Telephone & Telegraph Company recorded in Book 766, Page 222.
8. Easement(s) or right(s)-of-way in favor of Duke Power Company recorded in Book 407, Page 31; Book 562, Page 306 and Book 626, Page 295.
9. Easement(s) or right(s)-of-way in favor of State Highway and Public Works Commission recorded in Book 587, Page 191.
10. Easement(s) or right(s)-of-way in favor of Duke Power Company recorded in Book 1771, Page(s) 1212, 1214, 1216, 1238 and 1240.
11. Use Restrictions set forth in North Carolina Special Warranty Deed(s) recorded in Book 3295, Page(s) 4481 and 4489.
12. Application and Conveyance Agreement to the City of Winston-Salem recorded in Book 3333, Page 3040.
13. Easement(s) or right(s)-of-way in favor of Duke Energy Carolinas, LLC recorded in Book 3365, Page 2057.

14. Storm Water Control Operations and Maintenance Lien and Easement Agreement recorded in Book 3373, Page 3256.
15. Offer of Dedication of Streets, Roads or Right of Way for Public Uses, Acknowledgement of Acceptance by Village of Clemmons recorded in Book 3378, Page 1343.
16. Rights or claims of parties in possession as tenants under unrecorded leases.
17. Any discrepancy, conflict, matter affecting access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean high-water mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land.
18. Statutory liens of mechanics, laborers and materialmen that have performed or furnished labor, professional design or surveying services, or furnished materials or rental equipment of which no notice appears of record.