Book 3840 Page 147

## 2024041881 00191

FORSYTH COUNTY NC FEE \$26.00 STATE OF NC REAL ESTATE EXTX \$14800.00

PRESENTED & RECORDED 12/10/2024 04:48:59 PM LYNNE JOHNSON

REGISTER OF DEEDS BY: CARLA B FLEMING, DPTY

BK: RE 3840 PG: 147 - 151

#### NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$14,800  Parcel Identifier No. 6844-99-4305, 6844-99-2377, 6844-99-1451, 6844-99-0456, 6844-89-9775, 6844-89-9846, 6844-89-9907, 6845-80-9099, 6844-99-0989, 6845-90-1139, and 6844-99-4764 Verified by Forsyth County on the day of, 20  By:			
		THIS DEED made this 10 <sup>th</sup> day of December, 2024, by and	l between
		GRANTOR	GRANTEE
		TRG Capital, L.L.C., a North Carolina limited liability company	Park Reynolds Real Estate, LLC, a North Carolina limited liability company
		ADDRESS: 304 E Washington Street Mebane, NC 27302	ADDRESS: 4030 Wake Forest Road, Suite 349 Raleigh, NC 27609

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 unto the Grantee in fee simple, all that certain lots or parcels of land situated in Forsyth County, North Carolina and more particularly described as follows:

#### See Exhibit A attached hereto and incorporated herein.

AND RESERVING UNTO GRANTOR AND EXCLUDING FROM THE CONVEYANCE HEREUNDER: the UST System described on Exhibit B.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3508, Page 107, Forsyth County Registry.

Submitted electronically by "Maynard Nexsen PC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Forsyth County Register of Deeds.

TO HAVE AND TO HOLD the aforesaid lots or parcels 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, other than the following exceptions: Easements, restrictions, and rights of way of record, governmental regulations, and ad valorem taxes for the current year.

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

TRG Capital, L.L.C.,

a North Carolina limited liability company

Name: Frank

Title: Manager

State of North Carolina - County of Duyham

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 therein and in the capacity indicated: Frank Ascott.

Witness my hand and Notarial stamp or seal this <u>U</u> day of <u>December</u>

My Commission Expires: 12-6-26

(Affix Seal)

Kaityn Velasquez Notary Public Notary's Printed or Typed Name

# EXHIBIT A Legal Description

BEGINNING at an existing iron pin in the southern right-of-way of Reynolds Park Road, a 60' public right-of-way, said iron pin being in the northwest corner of the property now or formerly owned by Gospel Light Baptist Church (see Deed Book 2814, Page 4245) and the northeast corner of Lot "A" as depicted in Plat Book 66, Page 13 (said Lot "A" being a portion of the property described herein); thence along the western line of the Gospel Light Baptist Church property the following two (2) courses and distances: (i) South 05° 52' 47" East 240.49 feet to a point and (ii) South 05° 52' 47" East 150.57 feet to an existing iron pin, said iron pin being in the northeastern corner of the property now or formerly owned by Wilcohess LLC (see Deed Book 2436, Page 998); thence along the northern line of the Wilcohess property the following two (2) courses and distances: (i) South 78° 08' 17" West 153.43 feet to an existing iron pin and (ii) South 78° 20' 05" West 225.79 feet to an existing iron pin in the southern boundary line of Reid Street, a 40' public right-of-way; thence along the eastern boundary line of Reid Street, North 16° 53' 06" West 39.23 feet to an existing iron pin, said iron pin being in the northern boundary line of Reid Street; thence along the northern boundary line of Reid Street, South 78° 48' 53" West 149.96 feet to an existing iron pin; thence North 11° 47' 40" West 200.00 feet to an existing iron pin in the northeastern corner of Lot 25 of the C. C. Reid Property (see Plat Book 3. Page 86); thence with the northern boundary lines of Lots 25, 24, 23, 22, 21 & 20 of the C. C. Reid Property South 77° 51' 00" West 300.00 feet to an existing iron pin, said iron pin being in the northwest corner of Lot 20 of the C.C. Reid Property and the northeast corner of the right-ofway of Cole Road (formerly Smith Street), a 40' public right of way; thence continuing along the northern boundary of Cole Road and the northern boundary of Lots 19, 18, 17, 16 & 15 of the C. C. Reid Property South 77° 33' 11" West 289.14 feet to an existing iron pin; thence continuing along the northern boundary of Lots 14, 13, 12, 11, 10, 9, 8 & 7 of the C. C. Reid Property, the northern boundary of a 40' public right-of-way known as Weavil Street and the northern boundary of Lots 6, 5, 4, 3, 2 & 1 of the C. C. Reid Property, South 78° 36' 12" West 712.30 feet to an existing iron pin, said iron pin being in the common corner of the property now or formerly owned by Pedro Aguilera et ux (see Deed Book 2976, Page 524), the property now or formerly owned by Rakib Razzak et ux (see Deed Book 1662, Page 3597) and Lot 1 of the C. C. Reid Property: thence along Aguilera's eastern line North 04° 38' 44" West 53.70 feet to an existing iron pin, said iron pin being in the southeastern corner of property owned by Winifred J. Hauser (see Deed Book 1849, Page 3608); thence along the eastern line of Hauser and continuing with the eastern line of those properties now or formerly owned by Thelma D. Ansley (see Deed Book 2401, Page 1007) and Sean S. Sizemore et ux (see Deed Book 1629, Page 3417), North 03° 23' 52" East 344.87 feet to an existing iron pin, said iron pin being in the northeastern corner of the Sizemore property; thence along Sizemore's northern line N 86° 29' 48" West 276.51 feet to an existing iron pin in the eastern right-of-way line of Salem Lake Road, a 60' public right-of-way; thence along the eastern line of Salem Lake Road the following three (3) courses and distances: (i) North 01° 40' 34" East 360.66 feet to a point, (ii) a curve to the right having a radius of 925.00 feet, an arch length of 240.82 feet and a chord bearing and distance of North 05° 46' 57" West 240.14 feet to a point and (iii) North 13° 14' 27" West 108.94 feet to a nail found in the southern right-of-way line of Rhue Road, a 50' public right-of-way; thence along Rhue Road and

the property now or formerly owned by Sylvia H. Sanford (see Deed Book 822, Page 33 and Deed Book 1244, Page 167) South 86° 13' 24" East 788.76 feet to an existing iron pin, said iron pin being in the southeast corner of the Sanford property (see Deed Book 1244, Page 167); thence along Sanford's eastern boundary line North 06° 13' 14" East 179.63 feet to an existing iron pin, said iron pin being in the southern property line of property now or formerly owned by Jacque Lopez (see Deed Book 3417, Page 4260); thence along the southern and eastern boundary lines of the Lopez property the following two (2) courses and distances: North 85° 15' 46" East 130.92 feet to an existing iron pin and (ii) North 42° 38' 16" East 184.90 feet to an existing iron pin, said iron pin being in the southern right-of-way line of Reynolds Park Road; thence along Reynolds Park Road South 50° 15' 19" East 196.51 feet to an existing iron pin, said iron pin being in the northwestern comer of the property owned by Ronnie L. Masten (see Deed Book 161, Page 174); thence along Masten's western boundary line South 01° 56' 04" West 21.46 feet to an existing iron pin, said iron pin being in the southwestern corner of the Masten property; thence along Masten's southern boundary line South 86° 08' 56" East 28.91 feet to an existing iron pin, said iron pin being in the southern right-of-way line of Reynold Parks Road; thence along the southern line of Reynolds Park Road South 50° 13' 52" East 364.10 feet to a railroad spike, said railroad spike being located South 55° 08' 13" West 62.22 feet from a fire hydrant located in the northern boundary line of Reynolds Park Road; continuing thence with the southern line of Reynolds Park Road the following three (3) courses and distances: (i) South 50° 17' 05" East 77.23 feet to a railroad spike, (ii) South 50° 15' 54" East 479.16 feet to a point, said point being in the northwestern corner of Lot "A" as depicted in Plat Book 66, Page 13 and (iii) South 50° 15' 54" East 200.00 feet to an existing iron pin, said iron pin being the POINT AND PLACE OF BEGINNING, and being 42.49767 acres, more or less, according to that Combination Survey Prepared for Frank Ascott by Thomas A. Riccio of Thomas A. Riccio and Associates, PLS-2815, dated February 10, 2020 and signed on February 11, 2020, bearing Drawing Number 20034.

### EXHIBIT B

The conveyance of the property described in Exhibit A (the "Property") to Grantee does not include the 280 gallon inactive oil underground storage tank (collectively, the "UST System"). Pursuant to and in accordance with that certain Holdback Escrow Agreement (as amended, the "Escrow Agreement"), Grantor is required to remove the UST System from the Property and to conduct permanent closure of the UST System. Grantor retains ownership of the UST System at all times until its removal from the Property and closure is completed in accordance with applicable law. Grantor acknowledges and agrees that Grantee expressly disclaims any right, title, or interest in the UST System.

Grantor's removal and closure obligations with respect to the UST System remain subject to the terms and conditions of the Escrow Agreement and expressly survive the conveyance of the Property to Grantee.