

**2018004828 00264**FORSYTH CO. NC FEE \$26.00  
STATE OF NC REAL ESTATE EXT**\$11000.00**

PRESENTED &amp; RECORDED

02/09/2018 03:40:44 PM

**LYNNE JOHNSON**

REGISTER OF DEEDS

BY: EVELYN R. DIXON

DPTY

**BK: RE 3390****PG: 324 - 329**Excise Tax **\$ 11,000.00**

Recording Time, Book and Page

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

Parcel Identifier No. 6804-76-3563.00

Verified by Forsyth County on the \_\_\_\_\_ day of February, 2018, by

Prepared by: Matthew Grill  
Maynard, Cooper & Gale  
1901 6<sup>th</sup> Avenue North, Suite 2400  
Birmingham, Alabama 35203

Mail after recording to: Grantee

**NORTH CAROLINA SPECIAL WARRANTY DEED**THIS DEED made this 8<sup>th</sup> day of February, 2018, by and between**GRANTOR**Alamance Associates, LLC  
c/o BayRock Investment Co.  
Attention: Matt Bogdovitz  
1307 W. Morehead Street, Suite 208  
Charlotte, NC 28208**GRANTEE**Y&O WS LLC  
c/o Y&O Holdings Mgmt Corp.  
366 North Broadway - Suite 406  
Jericho, New York 11753

Enter in appropriate block for each party: name, 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.

043247700

Submitted electronically by "Craig Jenkins Liipfert & Walker LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Forsyth County Register of Deeds.

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 lot or parcel of land situated in Township, Forsyth County, North Carolina, and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE  
MADE A PART HEREOF.**

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3249, Page 3847.

The above described property does not include the primary residence of the Grantor.

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, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the exceptions set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

-Remainder of page intentionally left blank-

## ALAMANCE ASSOCIATES, LLC

By BayRock Investment Co.  
Its Sole Member

By Bayrock Investment Co., LLC  
Its General Partner

By: *Thomas L. Hammons*  
Name: Thomas L. Hammons  
Its: Manager

STATE OF FLORIDA  
COUNTY OF Florida

I, a Notary Public of the County and State aforesaid, certify that Thomas L. Hammons personally came before me on this day and acknowledged that he is the Manager of Bayrock Investment Co., LLC which is the General Partner of BayRock Investment Co., which is the sole Member of Alamance Associates, LLC and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in the name of limited liability company by the manager of the limited liability company in its capacity as the general partner of the partnership in its capacity as the sole member, under seal.

Date: 2-7-18

*GINA M. BLAIR*

Official Signature of Notary

GINA M. BLAIR

Notary Public's printed or typed name

My Commission expires: \_\_\_\_\_

(Official Stamp or Seal)



**EXHIBIT A**  
(Description of Property)

All that tract or parcel of land lying and being in the City of Winston-Salem, Forsyth County, North Carolina, and being shown and designated as Parcel "C", containing approximately 4.972 acres, on that certain subdivision plat entitled "Final Subdivision Plat For: Pavilion Winston-Salem", and recorded in Plat Book 62, pages 104-106 in the Office of the Register of Deeds for Forsyth County, North Carolina.

**EXHIBIT B**

## (Permitted Exceptions)

1. The liens securing standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years.
2. All restrictions, covenants, conditions, easements and other matters of record affecting the property conveyed by this deed.
3. All applicable zoning rules and regulations.
4. Covenants, conditions, restrictions, easements, and liens provided for in instrument(s) filed for record in Book 3191, page 1452; Book 3200, page 579; Book 3289, page 1370; and any related maps, plans, bylaws and other document(s) and amendment(s), 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.
5. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 62, Pages 104-106.
6. Any discrepancy, conflict, 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 highwater 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.
7. Existing Sewer Line Easement recorded in Book 1364, page 523.
8. Right of way contained in that Deed recorded in Book 2632, page 1994.
9. Stormwater Operation and Maintenance Agreement and Grant of Easement to City of Winston-Salem recorded in Book 3187, page 2334.
10. Declaration of Sign Easement recorded in Book 3191, page 1581.
11. Reciprocal Easement and Restrictive Covenant Agreement recorded in Book 3191, page 1594.
12. Lease and terms and provisions thereof by and between Conn Appliances, Inc. and Pavilion Winston-Salem, LLC, a memorandum of which is recorded in Book 3200, page 613 and assigned to Alamance Associates, LLC as evidenced by Memorandum of Assignment and Assumption of Lease recorded in Book 3249, page 3852.

13. Subordination, Nondisturbance, and Attornment Agreement recorded in Book 3200, page 621.
14. Reciprocal Easement and Restrictive Covenant Agreement recorded in Book 3207, page 3781.
15. Terms, conditions, and rights of others in and to that 45' private access easement recorded in Book 3207, page 3798.
16. Temporary Grading easement recorded in Book 3207, page 3806.
17. Right of Way Agreement to Duke Energy Carolinas, LLC recorded in Book 3209, page 996.
18. Declaration of Easements and Restrictive Covenants Regarding Shared Lighting filed for record in Book 3213, page 227.
19. Application and Conveyance Agreement to the City of Winston-Salem recorded in Book 3221, page 461.
20. Grant of Easement to City of Winston-Salem recorded in Book 3222, page 2298.
21. Easement to Duke Energy Carolinas, LLC recorded in Book 3226, page 1142.
22. Repurchase Agreement recorded in Book 3234, page 765.
23. Subordination, Nondisturbance, and Attornment Agreement recorded in Book 3250, page 504.