

WAKE COUNTY, NC 195
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/19/2017 15:07:41
STATE OF NC REAL ESTATE
EXCISE TAX: \$71,400.00
BOOK:016943 PAGE:01703 - 01710

NORTH CAROLINA SPECIAL WARRANTY DEED

EXCISE TAX: \$71,400.00

ACCOUNT NO.: 0021906

PIN: 1716533193

Record and Return to When Recorded Return To: *Adrian*
First American Title Insurance Company
National Commercial Services
201 S. College Street, Suite 1440 *865985*
Charlotte, NC 28244
File No: NCS

This instrument was prepared by: Barry D. Mann of Manning, Fulton & Skinner, P.A.

Brief description for the Index: 3605 Glenwood Ave, ste 500, Raleigh NC 27612
Windsor Falls Apartments

THIS DEED made as of the 12 day of October, 2017, by and between

GRANTOR

GRANTEE

**CCC WINDSOR FALLS LLC,
a North Carolina limited liability company**

c/o Chaucer Creek Capital LLC
3605 Glenwood Avenue, Suite 445
Raleigh, NC 27612

**GRE WINDSOR OWNER LLC,
a Delaware limited liability company**

101 Park Avenue, 11th Floor
New York, NY 10178

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 Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in the City of Raleigh, Neuse Township, Wake County, North Carolina and more particularly described as follows:

See **Exhibit A** attached hereto and incorporated herein by reference.

Said property being the same property conveyed to Grantor by instrument recorded in Book 14994, Page 32, Wake County Registry.

No portion of the property described herein includes the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And Grantor covenants with 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:

See Exhibit B attached hereto and incorporated herein by reference.

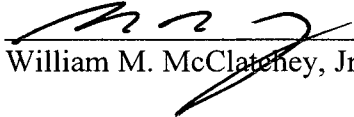
[SIGNATURE AND NOTARY PAGE FOLLOWS]

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

GRANTOR:

CCC WINDSOR FALLS LLC,
a North Carolina limited liability company

By: Chaucer Creek Capital LLC,
a North Carolina limited liability company, Manager

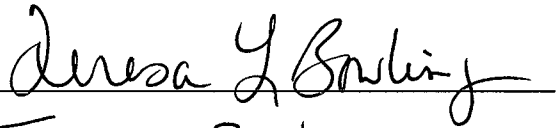
By: 
William M. McClatchey, Jr., Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William M. McClatchey, Jr.

Date: October 9, 2017

Notary Public: 

Printed Name: Teresa L. Bowling

My Commission Expires: August 25, 2018

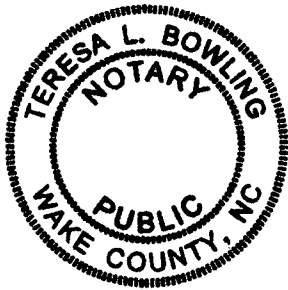


EXHIBIT A TO SPECIAL WARRANTY DEED**(Legal Description)**

Situated in the City of Raleigh, County of Wake, State of North Carolina, and is described as follows:

Beginning at a drill hole in concrete lying in the intersection of the westerly margin of the 60 foot right-of-way of Old Wake Forest Road and the northerly margin of the 60 foot right-of-way of Pacific Drive, said drill hole having North Carolina grid coordinates of N. 762416.06, E. 2115642.74, NAD 27 and being located an Azimuth of 205-8-59, 607.17 feet (ground), 606.62 feet (grid) from N.C.G.S. monument 'Bishop' (with North Carolina grid coordinates of N. 761866.95 E. 2115384.94 NAD 27, combined grid factor .99909000) and running thence from said point and place of beginning with the northerly margin of the 60 foot right-of-way of Pacific Drive the following two (2) courses and distances: (1) N 81-53-27 W. 486.95 feet to an iron pipe set; and (2) with the arc of a circular curve to the left having a radius of 318.75 feet, being subtended by a chord bearing S. 86-08-32 W, a chord distance of 132.33 feet and an arc distance of 133.30 feet to an iron pipe set; thence with the intersection of the northerly margin of the 60 foot right-of-way of Pacific Drive and the easterly margin of the 60 foot right-of-way of Memory Road with the arc of a circular curve to the right having a radius of 30.00 feet, being subtended by a chord bearing N. 65-47-28 W., a chord distance of 38.61 feet and an arc distance of 41.94 feet to an iron pipe set lying in the easterly margin of the 60 foot right-of-way of Memory Road; thence with the easterly margin of the 60 foot right-of-way of Memory Road the following three (3) courses and distances: (1) N. 25-44-39 W. 59.88 feet to an iron pipe set; (2) with the arc of a circular curve to the right having a radius of 364.50 feet, being subtended by a chord bearing N. 12-27-15 W., a chord distance of 167.58 feet and an arc distance of 169.09 feet to an iron pipe set; and (3) N. 00-50-08 E. 516.04 feet to an iron pipe set marking the southwesterly corner of the property conveyed to John R. Adams by deed recorded in Deed Book 3166, Page 32 of the Wake County Public Registry; thence with the southerly and easterly boundaries of the Adams property (now or formerly) the following two (2) courses and distances: (1) S. 88-28-33 E. 127.22 feet to an iron pipe set; and (2) N. 01-42-43 E. 228.40 feet to an existing iron pipe marking the common northeasterly corner of the John R. Adams property (now or formerly), the southeasterly corner of the land conveyed to Jon Rufty by deed recorded in Deed Book 4194, Page 485 of the Wake County Public Registry, and the southwesterly most corner of the land conveyed to the Wake County Board of Education by deed recorded in Deed Book 2046, Page 289 of the Wake County Public Registry; thence with the southerly boundary of the Wake County Board of Education property (now or formerly) the following three (3) courses and distances: (1) N. 89-34-54 E. 83.93 feet to an existing iron pipe; (2) S. 17-49-10 E. 39.98 feet to an existing iron pipe; and (3) S. 89-10-43 E. 426.30 feet to an existing iron pipe marking the southeasterly corner of the Wake County Board of Education property (now or formerly) and lying in the westerly boundary of the property conveyed to Jack Norwood by deed recorded in Deed Book 2593, Page 409 of the Wake County Public Registry; thence with the westerly and southerly boundaries of the Norwood property (now or formerly) the following (3) courses and distances: (1) S. 00-42-38 W. 191.09 feet to a found, bent and replaced iron pipe; (2) S. 00-35-20 E. 563.38 feet to an iron pipe set marking the southwesterly corner of the Norwood property (now or formerly); and (3) S. 82-01-34 E. 152.87 feet to an iron pipe set lying in the easterly margin of the 60 foot right-of-way of Old Wake Forest Road; thence with the easterly margin of the

60 foot right-of-way of Old Wake Forest Road the following two (2) courses and distances: (1) S. 26-32-54 W. 236.77 feet to an iron pipe set; and (2) S. 25-20-14 W. 3.41 feet to the point and place of Beginning, containing 14.286 acres (or 622,293 square feet), more or less.

SAVE AND EXCEPT THE FOLLOWING TRACT:

Lying and being in the County of Wake, State of North Carolina and being more particularly described as follows: Beginning at an iron pipe set marking the northeasterly corner of the Bob Taylor (Lot 3) property (now or formerly), said iron pipe also being N. 82-02-21 W. 99.83 feet from an iron pipe set marking the southwesterly corner of the Jack Norwood property (now or formerly) and running thence with the easterly boundary of the Bob Taylor (Lot 3) property (now or formerly) S. 04-28-06 E. 199.10 feet to an iron pipe set marking the southeasterly corner of the Bob Taylor (Lot 3) property (now or formerly) and lying in the northerly margin of an existing 30 foot easement; thence with the northerly margin of the 30 foot easement S. 82-02-21 E. 84.65 feet to an iron pipe set; thence S. 00-08-19 E. 30.30 feet to an iron pipe set; thence N. 82-16-08 W. 473.80 feet to an existing iron pipe; thence with the western terminus of the existing 30 foot easement and the westerly boundary of the Bob Taylor (Lot 1) property (now or formerly) N. 00-55-39 E. 228.26 feet to a concrete monument found at the northwesterly corner of the Bob Taylor (Lot 1) property (now or formerly) and running thence with the northerly boundary of the Bob Taylor (Lot 1) property (now or formerly) S. 81-59-58 E. 120.15 feet to a concrete monument found at the northeasterly corner of the Bob Taylor (Lot 1) property (now or formerly) and the northwesterly corner of the Cecil Hatcher property (now or formerly); thence with the northerly boundary of the Cecil Hatcher property (now or formerly) S. 81-58-38 E. 120.83 feet to a concrete monument found at the northeasterly corner of the Cecil Hatcher property (now or formerly) and the northwesterly corner of the Bob Taylor (Lot 3) property (now or formerly) thence with the northerly boundary of the Bob Taylor (Lot 3) property (now or formerly) S. 82-02-21 E. 129.00 feet to the point and place of Beginning, containing 2.031 acres (88,456 square feet), more or less.

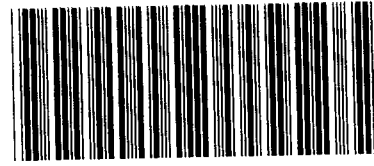
Together with a perpetual non-exclusive easement for the purpose of storm drainage as described in an Easement Agreement recorded in Book ~~5662~~, Page 334 and Book 6372, Page 58, Wake County Registry.

EXHIBIT B TO SPECIAL WARRANTY DEED**(Permitted Exceptions)**

1. Taxes for years subsequent to 2017, not yet due and payable.
2. 24' wide easement as shown on plat recorded in Book of Maps 1993, Page 559, Wake County Registry.
3. Terms and provisions of Easement by and among GDL/Pacific Limited Partnership, a North Carolina limited partnership; CT Falls Limited Partnership, a Texas limited partnership and Craftsman Drive Associates, a North Carolina general partnership, dated June 22, 1993 and recorded on June 24, 1993 in Book 5662, Page 334 Wake County Register; as modified by Agreement to Substitute Plat and First Amendment to Easement Agreement and Contract dated September 16, 1994 and recorded on December 12, 1994 in Book 6372, Page 58, Wake County Registry.
4. Easements to Carolina Power and Light Company recorded in Book 5920, Page 858; Book 858, Page 7; Book 1601, Page 222, and Book 564, Page 224, all Wake County Registry.
5. Easement by CT Falls Limited Partnership to BellSouth Telecommunications, Inc., a Georgia corporation executed February 4, 1994 and recorded on April 29, 1994 in Book 6109, Page 535, Wake County Registry.
6. Easement by and between CT Falls Limited Partnership and River Cable Joint Venture dated September 13, 1994 and recorded on October 4, 1994 Book 6299, Page 630, Wake County Registry, as approximately shown on the ALTA/NSPS Land Title Survey dated September 12, 2017 and certified October 4, 2017, prepared by Jonathan F. Murphy, Professional Land Surveyor NC L-4382.
7. Easements to Southern Bell Telephone and Telegraph Company recorded in Book 999, Page 274; Book 427, Page 150; Book 882, Page 374; Book 882, Page 48; Book 938, Page 556; Book 5069, Page 784 and Book 574, Page 84, all Wake County Registry.
8. Easement from Fairfield Windsor Falls, LLC to Time Warner Entertainment - Advance/Newhouse Partnership dated April 1, 2009 and recorded on July 10, 2009 in Book 13619, Page 885, Wake County Registry.
9. Terms and provisions of that certain unrecorded Lease executed by Fairfield Windsor Falls LLC to Mac-Gray Services, Inc. dated February 1, 2008 as evidenced by a Memorandum of which is dated February 1, 2008 and recorded on July 22, 2008 in Book 13184, Page 2343 Wake County Registry.
10. Prohibition Against Condominium Conversion Agreement by and between Fairfield Windsor Falls LLC, a Delaware limited liability company and CCC Windsor Falls LLC,

a North Carolina limited liability company, dated October 30, 2012 and recorded on October 30, 2012 in Book 14994, Page 40, Wake County Registry.

11. Rights of parties in possession as tenants only, under unrecorded leases(s) or rental agreement(s), without options to purchase or rights of first refusal, as shown on Grantor's rent roll delivered to Grantee concurrently with the delivery of this Deed.
12. Any rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS Land Title Survey prepared by Jonathan Murphy PLS NC L-4382, dated September 12, 2017 and certified October 4, 2017:
 - a. sidewalk encroaches at the southwest corner of the land;
 - b. walkway crosses the northern boundary line;
 - c. yard inlet crosses the south east boundary line;
 - d. overhead line along the south east boundary line.



BOOK:016943 PAGE:01703 - 01710



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Charles P. Gilliam
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ *8* # of Pages *cl*