BK 2171 PG 1476 - 1479 (4)
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Fee $26.00 Excise Tax: $0.00

10121520

Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: $0.00 Parcel Identifier No.:

Mail after recording to: Wexford Village Homeowners' Association, Inc., 1200 Wexford Village Circle Northeast, Lenoir, NC 28645

This instrument was prepared by: Delk 4 Law, 110 Church Street Northwest, Lenoir, NC 28645

Brief Description from the Index:

THIS DEED made this 21st day of July, 2026, by and between

GRANTOR	GRANTEE
City of Lenoir	Wexford Village Homeowners' Association, Inc.
801 West Avenue Lenoir, NC 28645	1200 Wexford Village Circle Northeast Lenoir, NC 28645

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 lot or parcel of land situated in , City of Lenoir, Caldwell County, North Carolina and more particularly described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

THE DRAFTSMAN OF THIS INSTRUMENT HAS NOT CHECKED THE TITLE TO THE ABOVE-DESCRIBED PROPERTY AND MAKES NO CERTIFICATION AS TO TITLE, AND WAS NOT RESPONSIBLE FOR CLOSING A SALE OF THE PROPERTY.

The property herein described ☐ is or ☒ is not the primary residence of the Grantors.

WHEREAS, by plat entitled "Final Design for Wexford Village," prepared by Western Carolina Surveyors, P.A., and recorded on August 12, 1999, in Plat Book 18, Page 199, Caldwell County Registry (the "1999 Plat"), H.B. Development, Inc., as owner, dedicated to public use the streets, walks, parks, and easements shown on the 1999 Plat, including Wexford Village Circle and Wexford Court (collectively, the "Dedicated Streets"); and

WHEREAS, the Director of Public Works of the City of Lenoir executed a Certificate of Acceptance of Streets, Water and Sewer on the 1999 Plat, accepting the Dedicated Streets together with the water and sewer infrastructure of Wexford Village; and

WHEREAS, the dedication shown on the 1999 Plat was not accompanied by any separate instrument of conveyance and is therefore properly construed as a dedication of an easement for public street purposes, the underlying fee in the right-of-way remaining vested in the dedicator, H.B. Development, Inc.; and

WHEREAS, a structure commonly known as the "guardhouse" is situated within the right-of-way of Wexford Village Circle and has historically been used and maintained in connection with the operation of the Wexford Village subdivision; and

WHEREAS, by plat entitled "Excempt Lot '1', 0.015 Acre, Survey Plat for Wexford Village Homeowners Association Inc.," prepared by David S. Clark, Surveyor, PA, dated March 17, 2026, and recorded on March 23, 2026, in Plat Book 42, Page 66, Caldwell County Registry (the "2026 Plat"), the area containing the guardhouse was surveyed and identified as a discrete 0.015-acre parcel (the "Property"); and

WHEREAS, Grantee desires to obtain clear title to the Property so that it may maintain, insure, and operate the guardhouse as a common amenity of Wexford Village; and

WHEREAS, the City Council of the City of Lenoir, at its regular meeting held on July 28, 2026, by resolution duly adopted, authorized the execution and delivery of this Deed to release the public street easement, quitclaim any other interest of Grantor in the Property, and convey the Property to Grantee, subject to the reservations set forth herein;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby:

1. RELEASE, ABANDON, and SURRENDER unto Grantee, its successors and assigns forever, all right, title, interest, and easement of Grantor in and to the Property for public street purposes, including without limitation any easement acquired by virtue of the dedication shown on the 1999 Plat and the acceptance thereof by the City of Lenoir; and
2. REMISE, RELEASE, and FOREVER QUITCLAIM unto Grantee, its successors and assigns forever, all other right, title, claim, and interest of Grantor in and to the Property, whether legal or equitable, whether held in fee, by easement, by license, or otherwise.

The Property hereby released and quitclaimed is more particularly described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

RESERVATION OF EASEMENTS. Notwithstanding the foregoing release and quitclaim, Grantor expressly RESERVES unto itself, its successors and assigns, and unto any public or franchise utility provider holding a current franchise or utility agreement with the City of Lenoir, perpetual non-exclusive easements over, under, upon, through, and across the Property for the installation, operation, maintenance, inspection, repair, replacement, and removal of:

a) water mains, lines, hydrants, valves, meters, and appurtenances;
b) sanitary sewer mains, lines, manholes, and appurtenances;
c) storm sewer and drainage lines, pipes, ditches, swales, and appurtenances, it being acknowledged that primary responsibility for maintenance of the storm water drainage system within Wexford Village is allocated to Grantee under Article VII, Section 4 of the Declaration of Covenants, Conditions and Restrictions of Wexford Village recorded in Book 1273, Page 1184, Caldwell County Registry (the "Declaration");
d) electric power lines, transformers, and street lighting fixtures, including those installed pursuant to the street lighting contract referenced in Article III, Section 3 of the Declaration;
e) telephone, cable television, fiber optic, and other communications lines and appurtenances; and
f) any other public or franchise utility currently or hereafter serving Wexford Village,

together with rights of reasonable ingress and egress over the Property for any of the foregoing purposes. Grantee shall not construct, place, or maintain any structure or improvement upon the Property that materially interferes with the easements reserved herein; provided, however, that the existing guardhouse, together with any replacement, repair, modification, or improvement thereof, may be maintained upon the Property.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and appurtenances thereto belonging, unto Grantee, its successors and assigns forever, subject to the reservations set forth herein.

This conveyance is made WITHOUT WARRANTY of any kind, express or implied. Grantor makes no representation as to the nature, extent, or marketability of any title or interest hereby conveyed, and Grantee accepts the Property in its "AS IS, WHERE IS" condition.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, or if corporate, has caused this to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.

City of Lenoir

By: _____
Scott Hildebran, City Manager

By: _____
Lauren Hartley, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, Erika K. Leonhardt, Notary Public, do hereby certify that Scott Hildebran, City Manager of City of Lenoir and Lauren Hartley, City Clerk of City of Lenoir personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this 29 day of July, 2026.

_____
Official Signature of Notary
Printed or typed name of Notary

My Commission Expires:

ERIKA K LEONHARDT
NOTARY
PUBLIC
CALDWELL COUNTY, NC

Exhibit "A"

BEING that real property labeled as "Guard House, Excempt Lot 1, 0.015 Acre" on the plat map at Plat Book 42, Page 66, Caldwell County Registry.

Tax Parcel Number:
Property Address: Wexford Village Circle Northeast, Lenoir, NC 28645