Type: CONSOLIDATED REAL PROPERTY
Recorded: 7/28/2017 11:56:43 AM
Fee Amt: $1,786.00 Page 1 of 4
Revenue Tax: $1,760.00
Iredell County, NC
Ronald N. Wyatt Register of Deeds

BK 2503 PG 269 - 272

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $1,760.00

Parcel Identifier No. 4625-19-8271 Verified by _____ County on the ____ day of_____, 20__
By:_____

Mail/Box to: BARONE LAW OFFICES, PC, 570 WILLIAMSON ROAD, SUITE A, MOORESVILLE, NC 28117

This instrument was prepared by: BARONE LAW OFFICES, PC, 570 WILLIAMSON ROAD, SUITE A, MOORESVILLE, NC

Brief description for the Index: LOT 37,BLK 6,SUNSET POINTE II AT THE HARBOUR, PH 6,

THIS DEED made this 28th day of July, 2017, by and between

GRANTOR	GRANTEE
SUE D. MOORE and husband GEORGE K. MOORE 2701 FOXFIRE ROAD CHARLOTTE, NC 28270	KURT DIECK and wife, LONNI DIECK 7037 LAKE TRAIL DRIVE WESTERVILLE, OH 43082

Enter in appropriate block for each Grantor and Grantee: name, mailing 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.

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, parcel of land or condominium unit situated in the City of _____, _____ Township, IREDELL County, North Carolina and more particularly described as follows:

*** SEE EXHIBIT 'A' ATTACHED HERETO FOR LEGAL DESCRIPTION ***

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1039 page 1755.
All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 29 page 6-9.

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ROTC 4

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 is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:
Any valid and enforceable restrictions, easements and rights of way of record.
Ad Valorem Taxes.

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

_____ (Entity Name)	Sue D. Moore (SEAL)
By: _____	Print/Type Name: SUE D. MOORE
Print/Type Name & Title: _____	George K. Moore (SEAL)
	Print/Type Name: GEORGE K. MOORE
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: _____
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: _____

State of North Carolina - County or City of IREDELL

I, the undersigned Notary Public of the County or City of IREDELL and State aforesaid, certify that SUE D. MOORE and husband GEORGE K. MOORE personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 28th day of July, 20 17.

My Commission Expires: 2/20/19
(Affix Seal)

CHARLES F. BARONE NOTARY PUBLIC IREDELL COUNTY, NC

Charles F. Barone Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20___.

My Commission Expires: _____
(Affix Seal)

_____ Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that _he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, __he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20___.

My Commission Expires: _____
(Affix Seal)

_____ Notary Public
Notary's Printed or Typed Name

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EXHIBIT "A"

BEING all of Lot 37 in Block 6 (the "Lot") of SUNSET POINTE II AT THE HARBOUR (PHASE 6) SUBDIVISION (the "Subdivision"), as shown on the maps thereof recorded in Map Book 29, Pages 6, 7, 8 and 9 in the Office of the Register of Deeds for Iredell County, and any amendments or supplements thereto (the "Map"), and all and singular, the rights, memberships, hereditaments and appurtenances to said Lot belonging or in any way incident or appertaining, including but not limited to all improvements of any nature located on the said Lot and all easements and rights of way appurtenant thereto, and being a portion of the property conveyed to Crescent Resources, Inc. by Deed from Carolina Centers LLC, recorded in Book 924, Page 866, in the Office of the Register of Deeds for Iredell County.

This conveyance is made subject to (and is conveyed together with, as the case may be) the following easements, reservations, covenants, conditions and restrictions which shall run with the land and be binding upon Grantee and Grantee's heirs, successors and assigns. Nothing herein shall be held to impose any restriction on any land of Grantor not hereby conveyed:

1) **All easements, reservations, covenants, conditions and restrictions of record, including but not limited to those easements, reservations, covenants, conditions and restrictions contained in that document entitled "Declaration of Covenants, Conditions and Restrictions-The Harbour", recorded in Book 937, Page 128, in the Office of the Register of Deeds for Iredell County, as may be supplemented and/or amended from time to time (as so supplemented and amended, the "Declaration"). In this regard, by incorporating the Declaration herein by reference, Grantor hereby republishes, reaffirms and restates the easements, reservations, covenants, conditions and restrictions and other terms contained in the Declaration as if same were expressly set forth herein in their entirety.**

2) **By accepting this Deed Grantee signifies his understanding that Duke Power Company has certain privileges and easements affecting the property hereby conveyed which include the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of Lake Norman and its tributaries upon and over said property, as more specifically described in instruments recorded in the office of the Register of Deeds for Iredell County.**

3) **By its acceptance and recordation of this Deed, Grantee acknowledges for itself and its successors and assigns as follows: Duke Power Company controls access**

to, use of and water levels in Lake Norman. Grantor makes no oral, express or implied representation or commitment as to the continued existence, purity, depth or levels of water in Lake Norman, and Grantor shall have no liability with respect to these matters. Grantee must receive permission from Duke Power Company (or a successor manager of Lake Norman under authority from the Federal Energy Regulatory Commission) prior to placing or constructing a boatslip, or any related pier, structure or other improvement within or upon, or conducting any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Norman. Grantor makes no oral, express or implied representation or commitment as to the likelihood of Grantee obtaining such permission.