



20160321000052500 DEED
Bk:RB6091 Pg:452
03/21/2016 11:42:38 AM 1/3

FILED Mark Chilton
Register of Deeds, Orange Co., NC
Recording Fee: \$26.00
NC Real Estate TX: \$7100.00

(80)

3
NLI

9874-01-0442 LNB

**NORTH CAROLINA
SPECIAL WARRANTY DEED**

Excise Tax: \$ 7100.00

Recording Time, Book and Page

Tax Map No.

Parcel Identifier No.

Mail after recording to:
Stanley E. McLeod
Brown, Massey, Evans, McLeod & Haynsworth, LLC
P.O. Box 2464
Greenville, SC 29602

This instrument was prepared by:

Wayne R. Hadler, Esq. and
McDermott Will & Emery LLP
340 Madison Avenue
New York, New York 10173
Attention: William E. Stempel

Mail after recording to: Harbor City Title Insurance
Agency, Inc., 6201 Fairview Road, Suite 325,
Charlotte, NC 28210; File No. 1511 2391

THIS DEED made this 11th day of March, 2016 by and between

FOOD LION PLAZA ASSOCIATES PARTNERSHIP

a North Carolina limited partnership

("GRANTOR")

Mailing Address:
c/o GFD Management Inc.
6350 Quadrangle Drive, Suite 205
Chapel Hill, North Carolina 27517

JGW INVESTMENTS, LLC

("GRANTEE")

Mailing Address:
c/o JSI Development, LLC
204 South Main Street
Fountain Inn, South Carolina 29644



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 more particularly described as follows:

ALL of that certain tract of parcel of land lying and being in Hillsborough Township, Orange County, containing 3.3264 acres, according to the plat and survey of Randy S. Rambeau (L-2520), dated July 2, 1982, entitled "Survey for Food Town, Inc." and as recorded in Plat Book 36, at Page 52, Orange County Registry, to which plat reference is hereby made for a more particular description of the same.

TOGETHER WITH a perpetual easement for ingress, egress, and regress and the installation and maintenance of utilities over and across the sixty (60) foot private road known as Rebecca Drive as shown on the hereinabove described plat recorded in Plat Book 36, at Page 52, Orange County Registry, and the plat recorded in Plat Book 35, Page 68, Orange County Registry which said perpetual easement shall run with the land that it is intended to serve.

TOGETHER WITH a perpetual easement for ingress, egress, and regress and the installation and maintenance of utilities over and across the property belonging to Boone Square, Inc., which lies west of the hereinabove described property, North of the James Freeland property, East of Churton Street (State Road 1009), and South of the sixty (60) foot private road known as Rebecca Drive as shown on the hereinabove described plat recorded in Plat Book 36, at Page 52, Orange County Registry, which said perpetual easement shall run with the land that it is intended to serve.

TOGETHER WITH that certain sign easement dated June 30, 1983 between Boone Square, Inc., as grantor and Summit Development Company as grantee, as recorded in Book 424, Page 469, Orange County Registry, consisting of a strip of land 25 feet wide lying on the southwest side of Rebecca Drive and running from the East side of Churton Street (SR1009) to the 60 foot right of way shown on the plat recorded in Plat Book 36 at Page 52 of the Orange County Registry, said 60 foot private right of way running in a Southwest direction from Rebecca Drive as shown on the plat heretofore referred to.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 464, Page 105, Orange County Registry.

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 that 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 hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements properly of record, if any and current year ad valorem taxes.

IN WITNESS WHEREOF, the Grantor has 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.

FOOD LION PLAZA ASSOCIATES LIMITED PARTNERSHIP,
a North Carolina limited partnership
By FOOD LION PLAZA REALTY CORP., General Partner

By: [Signature] (SEAL)
IRWIN HOCHBERG, President

STATE OF New York

Nassau COUNTY

I, Lilliam Velez 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: Irwin Hochberg, President of Food Lion Plaza Realty Corp, General Partner of Food Lion Plaza Associates Limited Partnership, Grantor(s). Witness my hand and official stamp or seal, this the 14th day of March, 2016.

My Commission Expires: 8/30/17

[Signature]
Notary Public

Print Notary Name: Lilliam Velez

LILLIAM VELEZ
NOTARY PUBLIC, State of New York
01VE6029956
Qualified in Nassau County
Commission Expires Aug. 30, 2017