

For Registration Willie L. Covington  
Register of Deeds  
Durham County, NC  
Electronically Recorded  
2015 Aug 18 10:15 AM NC Rev Stamp: \$ 5900.00  
Book: 7768 Page: 177 Fee: \$ 26.00  
Instrument Number: 2015027370  
DEED

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$5900.00

Parcel Identifier No. 156740 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Grantee @ 12500 Jefferson Ave - Newport News, VA 23602  
This instrument was prepared by: Kennon Craver, PLLC (without title examination)

Brief description for the Index:

THIS DEED made this 17<sup>th</sup> day of August 2015, by and between

| GRANTOR  | GRANTEE   |
|--|---|
| <p>CHEMSTORES, LLC<br/>a North Carolina limited liability company</p> <p>300 Chalon Drive<br/>Cary, NC 27511</p> | <p>FERGUSON ENTERPRISES, INC.<br/>a North Carolina corporation</p> <p>12500 Jefferson Avenue<br/>Newport News, VA 23602</p> |

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

BEING all of Lot 13, containing 2.845 acres, more or less, of Expressway Commerce Center as shown on that plat entitled "Recombination of Lots 12 & 13 Expressway Commerce Park" prepared by Niall Gillespie, R.L.S. and recorded in Plat Book 140, Page 121, Durham County Registry, to which plat reference is made for a more particular description of same.

submitted electronically by "Bagwell Holt Smith P.A.- CHUCK"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Durham County Register of Deeds.

All or a portion of the property herein conveyed 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 exceptions stated herein. Title to the aforescribed parcels is conveyed subject to the following:

Ad valorem tax for 2015 and subsequent years not yet due and payable.  
Easements and restrictions of record.

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

CHEMSTORES, LLC

By: *John J. Elmo* (SEAL)  
John J. Elmo, Manager

By: *Thomas P. Merrick* (SEAL)  
Thomas P. Merrick, Manager

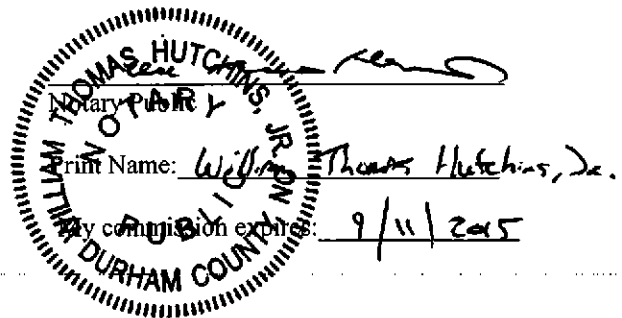
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify the following person(s) personally appeared before me this day, each acknowledging to me that she voluntarily signed the foregoing document: John J. Elmo

Date: 8/18/2015

[Official Seal]



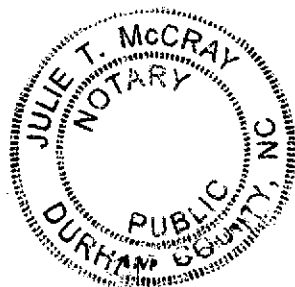
STATE OF NORTH CAROLINA

COUNTY OF Orange

I certify the following person(s) personally appeared before me this day, each acknowledging to me that she voluntarily signed the foregoing document: Thomas P. Merrick

Date: 8/17/15

[Official Seal]



*Julie T. McCray*  
Notary Public

Print Name: Julie T. McCray

My commission expires: 11/26/2015

EXHIBIT A

1. Taxes or assessments for the year 2015, and subsequent years, not yet due or payable.
2. Covenants, conditions, restrictions, easements, and liens provided for in instrument(s) filed for record in Book 4211, page 654, and any related maps, plans, bylaws and other document(s) and amendment.
3. 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 140, Page 121; Plat Book 121, Page 87.
4. 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.
5. Easement(s) to Duke Power recorded in Book 2212, page 925.
6. Easement(s) to Duke Power Company recorded in Book 300, page 605; and Book 2212, page 925.
7. Easement(s) to City of Durham recorded in Book 326, page 353; and shown on map recorded in Plat Book 54, Page 79.
8. Easement(s) to City of Durham recorded in Book 242, page 730; and shown on map recorded in Plat Book 33, Page 92.
9. Easement(s) to City of Durham recorded in Book 208, page 196; and shown in Plat Book 24, Page 45 and Plat Book 28, Page 90.
10. Easement(s) to Duke Power Company recorded in Book 1534, page 687.
11. Sanitary Sewer Easement recorded in Book 1223, page 239.
12. Rights of tenants in possession, as tenants only, under unrecorded leases for a duration of less than three (3) years.