

WAKE COUNTY, NC 53
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/11/2015 10:11:09
STATE OF NC REAL ESTATE
EXCISE TAX: \$1,000.00
BOOK:016045 PAGE:02705 - 02711

Excise Tax: ~~\$0.00~~ \$1,000.00

Recording Time, Book and Page

Real Estate ID: 0254880 PIN: 0657.16-84-3987

Return to after recording: Grantee

This instrument was prepared by: Douglas J. Short of Manning, Fulton & Skinner, P.A.
(no title examination requested)

Brief description for the Index: New Lot 4, Broad Street Market

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED is made as of the 10 day of June, 2015, by and between

GRANTOR	GRANTEE
BROOKFIELD PROPERTIES, L.L.C., a North Carolina limited liability company	BODDIE-NOELL ENTERPRISES, INC., a North Carolina corporation
6131 Falls of Neuse Road, Suite 200 Raleigh, NC 27609	1021 Noell Lane Rocky Mount, NC 27804-1761

The property conveyed by this instrument does not include the primary residence of the Grantor.

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 valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has given, granted, bargained, sold, and conveyed, and by these presents does hereby give, grant, bargain, sell, and convey unto Grantee in fee simple, all that certain lot or

parcel of land situated in Wake County, North Carolina, and more particularly described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

A map showing the Property is recorded in Book of Maps 2015, Page 605, Wake 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 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 except for the exceptions hereinafter stated.

Title to the Property hereinabove described is subject to those exceptions and matters set forth on **Exhibit B** attached hereto and incorporated herein by reference. By acceptance of this deed, Grantee covenants and agrees to comply with all of such matters set forth on **Exhibit B**.

[signature and notary acknowledgment follows]

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

GRANTOR:

BROOKFIELD PROPERTIES, L.L.C.,
a North Carolina limited liability company

By: Frank Morisey
Frank B. Morisey, Authorized Signatory

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I 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: Frank B. Morisey.

Date: June 10, 2015

Notary Public: Janet W. Harris

Printed Name: Janet W. Harris

My Commission Expires: 10-22-19

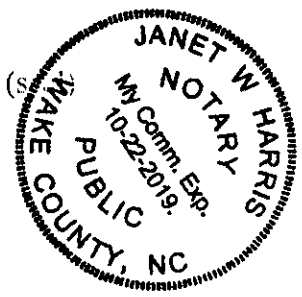


EXHIBIT A

(Property)

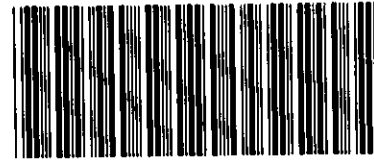
BEING ALL of New Lot 4, containing approximately 40,853 sf or 0.94 acre, as shown on that plat of survey entitled "Property of Brookfield Properties, LLC, 1460 North Broad Street, Fuquay-Varina, Wake County, North Carolina, Subdivision Plat", prepared for Boddie-Noell Enterprises, Inc. by Commercial Site Design and recorded in Book of Maps 2015, Page 605, Wake County Registry, to which reference is hereby made for a more particular description.

Exhibit B**(Permitted Exceptions)**

The Property is being conveyed expressly subject to the following matters:

1. City, State and County ad valorem taxes and assessments for the year 2015 and subsequent years.
2. All terms, conditions and restrictions set forth or referenced in that Declaration of Restrictions and Grant of Easements recorded in Book 8408, Page 852, Wake County Registry, as amended by that certain First Amendment and Variance to Declaration of Restrictions and Grant of Easements for Broad Street Market recorded in Book 110045 Page 21092, Wake County Registry (the "Declaration"), including without limitation, the restrictions for the benefit of Food Lion, LLC ("Food Lion"). The Grantee, and its successors and assigns, shall be obligated to comply with the Declaration, including without limitation those covenants and restrictions set forth on Exhibit B attached thereto. In order to provide assurance to Grantor of Grantee's compliance with the Declaration, Grantee, by its acceptance of this deed, makes the following covenants, representations and warranties:
 - a. Grantee is acquiring the Property for the sole purpose of constructing and operating thereon a Hardees restaurant. Grantee will not use, occupy, operate, sell, transfer, lease, license, sublease or otherwise permit the Property to be occupied, used or operated for any other use other than a fast food restaurant permitted under paragraph (iv) of Exhibit B to the Declaration without the prior written consent of the Declarant under the Declaration.
 - b. The building and improvements to be constructed on the Property (i) will not exceed one story (25 feet in height); (ii) will have and maintain adequate on-site parking of at least five (5) automobiles per one thousand (1,000) square feet of building space; (iii) shall not be granted cross parking easements or reciprocal parking easements; (iv) will not sell beer and wine for on-premises consumption in any manner other than that which is ancillary to the sale of food products, and in any event the sale of beer and wine for on-premises consumption shall not exceed fifty percent (50%) of the business conducted therein; and (v) will not, without Declarant's prior written approval, sell alcoholic beverages other than beer and wine.
 - c. Grantee will not use, occupy, operate, sell, transfer, lease, license, sublease or otherwise permit the Property to be occupied, used or operated for a supermarket, convenience food store or for the sale of packaged or fresh seafood, meat or poultry for off-premises consumption; the sale of packaged or fresh produce or vegetables for off-premises consumption; the sale of dairy products (excluding cone ice cream) for off-premises consumption; the sale of packaged or fresh bakery products for off-premises consumption; or the sale of grocery items, or any of them.

3. The existing development, design and signage criteria applicable to the property (Grantee hereby acknowledging receipt of the Broad Street market Outparcel Development Design Standards and Tenant Sign Criteria book currently in effect (the "Existing Restrictions").
4. That certain 200' limited structure easements preventing the construction of buildings within said area as required under the lease with Food Lion (as shown on that plat recorded in Book of Maps 2015, Page 605, Wake County Registry).
5. Applicable zoning and land use statutes, ordinances and rules and regulations affecting the property.
6. Matters shown on plats of record affecting the property, including without limitation those plats recorded in Book of Maps 1999, Page 379, Book of Maps 1999, Page 1844, and Book of Maps 2015, Page 605, Wake County Registry.
7. Title to the portion of the Property, if any, lying within the right of way of N.C. Highway 55.
8. Matters which would be revealed by a current and accurate survey of the Property.
9. Any and all other covenants, restrictions, easements or other matters of record as of September 25, 2014.



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**WAKE
COUNTY**
NORTH CAROLINA

Please retain yellow trailer page

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

Laura M. Riddick
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 Time Stamps Needed

This Document

7 # of Pages