

For Registration Sharon A. Davis  
Register of Deeds  
Durham County, NC  
Electronically Recorded  
**2022 May 09 04:29 PM**  
**Book: 9690 Page: 323**  
NC Rev Stamp: \$ 400.00 Fee: \$ 26.00  
Instrument Number: 2022019594  
DEED

Submitted electronically by Law Office of Hong Zhou, PLLC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Durham County Register of Deeds.

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$400.00

Parcel Identifier No.: 0749-04-51-8279 nka 0749-51-82-7934 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_, 20 \_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: \_\_\_\_\_

This instrument was prepared by: Leslee Ruth Sharp, without benefit of title \_\_\_\_\_

Brief description for the Index: Lot 3-B, Plat Book 190, Page 347, Durham County Registry \_\_\_\_\_

THIS DEED made this 4<sup>th</sup> day of May, 2022, by and between

GRANTOR	GRANTEE
<b>JACK PARKER PROPERTIES NC, LLC</b> a Delaware limited liability company 400 Kelby Street, Suite 1903 Fort Lee, New Jersey 07024	<b>PRASHA CORPORATION</b> a North Carolina corporation 421 Excalibur Drive Morrisville, NC 27560

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 the City of Durham, Triangle Township, Durham County, North Carolina and more particularly described as follows (the "Property"):

**Being all of Lot 3-B, as same is shown on that certain plat entitled "T. W. Alexander Drive right-of-way dedication WAFFLE HOUSE, INC. Triangle Township" prepared by C. Eugene Bobbitt III, P.L.S. of Bobbitt Surveying, P.A., recorded in Plat Book 190, Page 347, Durham County Registry.**

BY ACCEPTANCE OF THIS DEED AND RECORDATION OF SAME GRANTEE ACKNOWLEDGES THAT THE PROPERTY IS PART OF THE LINCOLN PARK WEST COMMERCIAL DEVELOPMENT AND THAT THE LINCOLN PARK WEST COMMERCIAL DEVELOPMENT IS SUBJECT TO A MAJOR TRAFFIC SPECIAL USE PERMIT ("SUP") ISSUED BY THE CITY OF DURHAM; AND GRANTEE UPON RECORDATION OF THIS DEED ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SUP; FURTHER BY ACCEPTANCE AND RECORDATION OF THIS DEED, GRANTEE ACKNOWLEDGES THAT AS OF THE DATE OF TRANSFER IT HAS NOT RECEIVED A DETERMINATION FROM THE CITY OF DURHAM AS TO THE NUMBER OF VEHICLE TRIPS THAT WILL BE REQUIRED FOR ITS ANTICIPATED DEVELOPMENT PROJECT ON THIS PROPERTY; AND GRANTEE FURTHER AGREES THAT IT WILL NOT DEVELOP THE PROPERTY FOR ANY USE WHICH WILL GENERATE MORE THAN 2 AM TRIPS AND 42 PM TRIPS, PROVIDED HOWEVER, THAT GRANTEE FURTHER AGREES THAT UPON APPROVAL AND ACCEPTANCE OF GRANTEE'S DEVELOPMENT PLANS BY THE CITY OF DURHAM NEITHER IT NOR ITS OR SUCCESSORS AND/OR ASSIGNS WILL DEVELOP THE PROPERTY FOR ANY USE WHICH WILL GENERATE MORE THAN THE ASSIGNED AND ALLOCATED NUMBER OF VEHICLE TRIPS AS ASSIGNED AND IDENTIFIED ON GRANTEE'S FINAL ACCEPTED PLANS AND AS CALCULATED PURSUANT TO THE SUP; AND GRANTEE AGREES AND ACKNOWLEDGES THAT ANY VEHICLE TRIPS

REMAINING OUT OF THE 2 AM TRIPS AND 42 PM TRIPS NOT REQUIRED BY THE CITY OF DURHAM FOR GRANTEE'S DEVELOPMENT SHALL REVERT TO AND BE AVAILABLE TO GRANTOR. THIS RESTRICTION SHALL RUN WITH THE LAND.

The Property was acquired by Grantor by instrument recorded in Book 5164, Page 991.

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 Property is recorded in Plat Book 172, Page 121, as recombined in Plat Book 189, Page 270; and in Plat Book 190, Page 347, Durham County Registry.

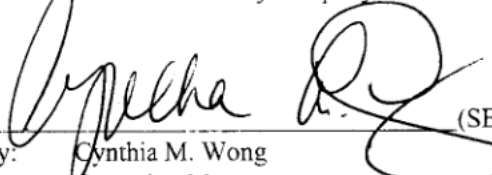
TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

Grantor covenants with the Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor shall warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

- (1) Restrictive Covenants, if any, of record;
- (2) Matters shown on plats of the property recorded in the Durham ~~Wake~~ County Registry;
- (3) Covenants, conditions, restrictions, easements and other matters of record, including but not limited to those shown on Exhibit "A" attached hereto;
- (4) Rights of ways and easements for access and utilities currently located on the property;
- (5) Ad valorem taxes for 2022, and subsequent years not yet due and payable.

IN WITNESS WHEREOF, the Grantor has duly executed this North Carolina Special Warranty Deed, if an entity by its duly authorized representative as of the day and year first above written.

**JACK PARKER PROPERTIES NC, LLC** (Entity Name)  
a Delaware limited liability company



  
 By: Cynthia M. Wong (SEAL)  
 Operating Manager

State of NJ  
County of BERGEN

I, EunKyung Lee, the undersigned Notary Public of the County and State aforesaid, certify that CYNTHIA M. WONG, either being personally known to me or proven by satisfactory evidence (said evidence being Driver License) personally appeared before me this day and acknowledged that she is Operating Manager of JACK PARKER PROPERTIES NC, LLC, a Delaware limited liability company, and that she as Operating Manager, being duly authorized, voluntarily executed the foregoing instrument for and behalf of the limited liability company for the purposes herein expressed.

Witness my hand and Notarial stamp or seal  
This the 4th day of May, 2022.

(Official Stamp or Seal)

  
\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

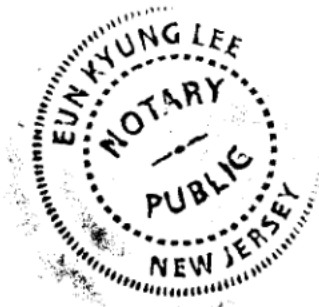
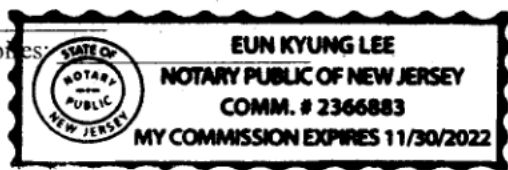


EXHIBIT "A"

Title Exceptions

Deed by and between  
Jack Parker Properties NC, LLC as Grantor  
and  
Prasha Corporation as Grantee

1. Taxes for the year 2022, and subsequent years, not yet due and payable.
2. Matters shown on recorded Plat Book 190 at Page 347; Book 138, Page 135 and 136.
3. Conditions and restrictions in deed recorded in Book 5084, Page 847.
4. Easement Agreement recorded in Book 5084 at Page 919.
5. Easement Agreement recorded in Book 5288 at Page 854.
6. Easement Agreement recorded in Book 5288 at Page 895.
7. Declaration recorded in Book 5288 at Page 861.
8. Easement(s) to Duke Power recorded in Book 242 at Page 356; Book 264, Page 399.
9. Right of way to SHC recorded in Book 305 at Page 664 and 665, Book 353, Page 200, 198 and 197.
10. Agreement to Withdraw Restrictive Covenants recorded in Book 362, Page 183.
11. Easement(s) to Betha Avenue Outfall recorded in Book 1256 at Page 40.
12. Easement(s) to recorded in Book 1081 at Page 100.
13. Petition of Withdrawal of Dedication of Roads in Bethesda Heights and order closing these roads recorded in Book 1084 at Page 518 and 523.
14. Consent Judgment to Department of Transportation recorded in Book 1386 at Page 292 and Judgment Docket in Book 126 at Page 282.
15. Right of way to Department of Transportation recorded in Book 1338 at Page 42.
16. Title to that portion of the Land within the right-of-way of Old Dirt Road (Old Red George Road).
17. Any inaccuracy in the area, square footage, or acreage of Land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the Land.
18. Plat of survey by Jason Leadingham, PLS, dated 04/27/22, revised 4/29/22 shows 25' general utility and drainage easement; underground utility box; traffic signal box; located on the Land.
19. Encroachment upon the Land by the conc. pad w/elec. equip and conc. curb w/gutter appurtenant to the property adjoining on the west, as shown on plat of survey by Jason Leadingham, PLS, dated 04/27/22,