

Excise Tax: \$1,815

Real Estate ID No.: 0451620

Instrument Prepared By & Hold For: Burns, Day & Presnell, P.A. (JMD) - Box 35

Short Description for Index: Lot 3, Pinnacle Park Center

The property does not include the primary residence of the Grantor.

**NORTH CAROLINA
 WAKE COUNTY**

**NORTH CAROLINA
 SPECIAL WARRANTY DEED**

THIS DEED is made this December 6, 2017, by and between **Classic Road Partners, LLC**, a North Carolina limited liability company, 10500 World Trade Boulevard, Raleigh, NC 27617, **GRANTOR**, and **Keystone-Pinnacle Park, LLC**, a North Carolina limited liability company, c/o Keystone Corporation, 5410 Trinity Road, Suite 215, Raleigh, NC 27607, **GRANTEE**. *(As used in this instrument, the designation of Grantor and Grantee shall include the named parties, and their heirs, successors and assigns, and shall include the singular or plural number, and the masculine, feminine, or neuter gender, both as the context requires.)*

WITNESSETH:

THE GRANTOR, for a valuable consideration paid by the Grantee, the sufficiency and 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 real property (the "Real Property") lying in Wake County and described as follows:

Being all of Lot 3 as shown on that plat recorded at Book of Maps 2017, Pages 2326 - 2328, Wake County Registry.

Together with those appurtenant easements described in that "*Common Facilities Maintenance & Repair Agreement*" recorded at Book 16986, Page 1530, Wake County Registry.

The Real Property was acquired by Grantor by that instrument recorded in Book 16023, Page 1810, Wake County Registry.

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

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

- Ad valorem taxes for 2018 and subsequent years
- Matters shown on that plat recorded in Book of Maps 2017, Pages 2326-2328, Wake County.

Submitted electronically by Burns, Day and Presnell, PA in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

- Easement(s) to Duke Energy Progress, LLC recorded in Book 16713, Page 952, Wake County Registry.
- Sewer Easement to Town of Apex recorded in Book 15075, Page 2381, Wake County Registry.
- Memorandum of Action recorded in Book 2879, Page 506, Wake County Registry for that Deed of Easement recorded in Book 2924, Page 412, Wake County Registry.
- Town of Apex Public Utility Easement recorded in Book 7808, Page 785, Wake County Registry.
- Common Facilities Maintenance & Repair Agreement recorded in Book 16986 Page 1530, Wake County Registry.
- Wet Pond Operation & Maintenance Agreement recorded in Book 16966, Page 462, Wake County Registry.

Except for the warranties of title made in this Deed and any warranties made by Grantor in that Real Estate Purchase/Sale Contract previously executed by it which by their express terms are intended to survive the conveyance of title made in this Deed, Grantor makes no other warranties, express or implied, with respect to the condition, title, or use of the Real Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed, sealed, and delivered the date first above written.

GRANTOR:

Classic Road Partners, LLC,
a North Carolina limited liability company

By: Glenn Futrell (SEAL)
Name/Title: Glenn Futrell, Manager

WAKE COUNTY, NORTH CAROLINA

The undersigned Notary Public certifies 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: **Glenn Futrell.**

Date: December 4, 2017

(Notary Seal)

Ashley Summey
Notary Public
Printed Name: Ashley Summey
My commission expires: 2/4/2019

