

SPECIAL WARRANTY DEED

Excise Tax \$4200.00

Parcel Identification Number: 0744633019

Verified by _____ County on the _____ day of _____, 2022.

When recorded return to: Grantee @ 805 Huntsworth Place, Cary, NC 27513
~~Maitland & English Law Firm, 2000 Couch Road, Chapel Hill, NC 27514~~

Prepared By: Kirk Palmer & Thigpen, P.A.

Brief Description: 1705 High House Road, Cary, North Carolina

THIS DEED made as of this _____ day of April, 2022 by and between

GRANTOR

CAROLINA CATS, LLC, a Kansas limited liability company (A/K/A Carolina Cats, LLC, a North Carolina limited liability company)

530 McCall Road, Suite 110
Manhattan, KS 66502

GRANTEE

TINA AND RAY TSENG HOLDINGS, LLC, a North Carolina limited liability company

805 Huntsworth Place
Cary, NC 27513

Enter in appropriate block for each party: name, 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 Cary, Wake County, North Carolina and more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Submitted electronically by "Maitland Law Firm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

The property does _____ or does not XX include the primary residence of at least one of the Grantors. (NCGS § 105-317.2)

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15469, Page 1533.

A map showing the above described property is recorded in Book of Maps 2010, Page 194.

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 the exceptions hereinafter stated.

Title to the property hereinabove described is subject to those certain exceptions set forth on Exhibit B attached hereto and incorporated herein by reference.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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

CAROLINA CATS, LLC, a Kansas limited liability company

By: David L. Dreiling (SEAL)
David L. Dreiling, Manager

STATE OF KANSAS
COUNTY OF Pottawatomie

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: David L. Dreiling, Manager of Carolina Cats, LLC

Date: April 28th, 2022

Rachel A Mallon
Official Signature of Notary

Rachel A Mallon
Notary's printed or typed name, Notary Public
My commission expires: 6/27/2024



EXHIBIT A

LEGAL DESCRIPTION

Being all that certain lot or parcel of property consisting of approximately 1.65 acres and being shown as "Lot 11" on that certain plat recorded in BM 2010, Page 194 of the Wake County Registry.

EXHIBIT B**PERMITTED EXCEPTIONS TO SPECIAL WARRANTY DEED**

1. Ad valorem taxes for the year 2022 and subsequent years, not yet due and payable.
2. Covenants, conditions, restrictions, easements and assessments recorded in Book 13331, Page 317; Book 13869, Page 1557; Book 13946, Page 679; Book 14496, Page 2303; Book 15469, Page 1533; and Book 15510, Page 1977 of the Wake County Registry, and any amendments thereto, reference being made to the records thereof for full particulars.
3. Matters revealed by map/plat recorded in Book of Maps 2006, Page 664; Book of Maps 2007, Page 357; Book of Maps 2008, Page 1827; Book of Maps 2008, Page 2264; Book of Maps 2009, Page 1155-1167; Book of Maps 2010, Page 194; and Book of Maps 2012, Page 194, Wake County Registry.
4. First Refusal Agreement recorded in Book 13331, Page 397, Wake County Registry.
5. Timber Deed recorded in Book 2134, Page 69, Wake County Registry.
6. Ordinances Annexing Lands to the Municipal Boundaries of the Town of Cary recorded in Book 6119, Page 438; Book 12005, Page 886; Book 12614, Page 2009; and Book 13248, Page 579, Wake County Registry.
7. Memorandum of Agreement recorded in Book 13331, Page 391, Wake County Registry.
8. Memorandum of Lease recorded in Book 13548, Page 2039, Wake County Registry.
9. Memorandum of Agreement recorded in Book 13946, Page 673, Wake County Registry.
10. Memorandum of Use Restrictions recorded in Book 14777, Page 2171, Wake County Registry.
11. Easement(s) in favor of Carolina Power and Light Company as recorded in Book 2485, Page 525; Book 5259, Page 631; Book 5451, Page 400; Book 5451, Page 403; Book 13476, Page 243; and Book 13476, Page 246 of the Wake County Registry.
12. Utility and Pipeline Easement in favor of Town of Cary as recorded in Book 2731, Page 543 of the Wake County Registry.
13. Street Right of Way in favor of Town of Cary and North Carolina Department of Transportation as recorded in Book 4423, Page 133 of the Wake County Registry
14. Easement(s) in favor of Town of Cary as recorded in Book 5868, Page 172 of the Wake County Registry.
15. Temporary Construction Easement in favor of Town of Cary and North Carolina Department of Transportation as recorded in Book 9423, Page 1524 of the Wake County Registry.
16. Drainage Easement as recorded in Book 9423, Page 1527 of the Wake County Registry.
17. Utility Easement in favor of Public Service Company of North Carolina as recorded in Book 12286, Page 782 of the Wake County Registry.
18. Reciprocal Easement Agreement as recorded in Book 13331, Page 342 of the Wake County Registry.
19. Easement Agreement as recorded in Book 13331, Page 370 of the Wake County Registry.
20. Amendment to Reciprocal Easement Agreement as recorded in Book 13869, Page 1541 of the Wake County Registry.
21. Rights of parties in possession as tenants, if any.
22. 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 road, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean high water 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.
23. All other valid and enforceable easements, conditions, restrictions and other matters of record.