

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise **\$5050**

Parcel Identifier No. 0772751925 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Kohn Law, PLLC, 205 W. Millbrook Road, Ste. 210, Raleigh, NC 27609

Brief description for the Index: LOT 2920 Jones Franklin Road,

THIS DEED made this 1st day of August, 2022, by and between

GRANTOR	GRANTEE
3808 S. WILMINGTON, LLC, a North Carolina limited liability company 3804 Fayetteville Road Raleigh, NC 27603	WMG ACQUISITIONS, LLC, a Delaware limited liability company PO Box 768 Effingham, IL 62401

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, parcel of land or condominium unit situated in the City of Cary, _____ Township, Wake County, North Carolina and more particularly described as follows:

See Exhibit "A" attached.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 18166 page 1900.
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 above described property is recorded in Plat Book 2008 page 67.

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, other than the following exceptions:

Zoning ordinances affecting the Property and the Permitted Exceptions enumerated in Exhibit "B" attached hereto.

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

By: 3808 S. WILMINGTON, LLC (Entity Name) (SEAL)
Print/Type Name: _____

Print/Type Name & Title: Nathaniel M. Weaver, Managing Member (SEAL)
Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: _____ Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: _____ Print/Type Name: _____

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____ Notary Public
(Affix Seal) _____
Notary's Printed or Typed Name

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____ Notary Public
(Affix Seal) _____
Notary's Printed or Typed Name

State of NC - County or City of Wake
I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that Nathaniel M. Weaver personally came before me this day and acknowledged that he is the Managing Member of 3808 S. WILMINGTON, LLC, a North Carolina or corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 29th day of July, 2022.

My Commission Expires: 7/24/24 Notary Public
(Affix Seal) _____
Notary's Printed or Typed Name

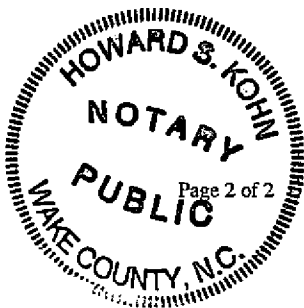


EXHIBIT "A"
Legal Description

BEING all of that certain parcel of land lying in Swift Creek Township, Wake County, North Carolina, bounded on the North by CVS 317 NC, LLC (PIN# 0772761230) on the East by Swift Creek Rural Fire Dept. (PIN# 0772763242), on the South by Jones Franklin Road (variable width right-of-way), on the west by Holly Springs Road (variable width right-of-way) and being more particularly described as follows:

BEGINNING at an existing iron stake, the Northeast property corner of the subject property, said pipe being located S 77°07'45" W 1911.75' from N.C.G.S. Monument "Swift Creek" N=726474.3738 E=2079106.3175 (NAD 83), said stake also being labeled P.O.B., said stake also being on the western property line of Swift Creek Rural Fire Dept, Inc.; thence with said Fire Department S 02°07'27" W 72.24' to a 7/8" (OD) iron pipe on the northern right-of-way of Jones Franklin Road; thence with said northern right-of-way the following seven calls: S 52°26'59" W 38.25' to an existing iron pipe 7/8" (OD), S 45°06'11" W 30.93' to an existing masonry nail, S 52°26'59" 91.45' to an existing iron pipe 7/8" (OD), and S 54°01'16" W 27.58' to an existing 7/8" (OD), with the arc of a curve to the right having a radius of 159.90' (Chord S 55°44'04" W 9.54') for a length of 9.54' to an existing iron pipe 7/8" (OD), and N 48°48'33" W 46.35' to an existing iron pipe 7/8" (OD) on the eastern right-of-way of Holly Springs Road; thence, with said eastern right-of-way with the arc of a curve to the left have a radius of 1062.00' (Chord N 07°33'31" E 170.44') for a length of 170.62' to a set 7/8" (OD) iron pipe, a corner common to CVS 317 NC, LLC; thence, with said CVS S 87°23'06" E 223.25' to the point and/or place of beginning containing .835 acres more or less.

TOGETHER WITH the appurtenant easements and beneficial rights established in the Easement Agreement executed by CVS 317 NC, L.L.C. and PBA Good, LLC dated December 15, 2005 and recorded December 27, 2005 in Book 11746, Page 1228, Wake County Registry.

EXHIBIT "B"
Permitted Exceptions

1. Taxes and assessments for the year 2022, and subsequent years, not yet due and payable.
2. Matters revealed by map/plat recorded in Book of Maps 2008, Page 67; Book of Maps 2005, Page 2471; Book of Maps 2005, Page 727; and Book of Maps 2006, Page 2373, Wake County Registry
3. Drainage Easement in favor of the Town of Cary as recorded in Book 8913, Page 1928 of the Wake County Registry.
4. Easement(s) in favor of Carolina Power and Light Company as recorded in Book 8958, Page 2077 of the Wake County Registry.
5. Easement(s) in favor of Carolina Power and Light Company as recorded in Book 4793, Page 891 and Book 9215, Page 2207 of the Wake County Registry.
6. An Ordinance Annexing Lands Contiguous to the Municipal Boundaries of the Town of Cary as recorded in Book 7644, Page 362, Wake County Registry.
7. The slope and drainage easements contained in Memorandum of Action by the Town of Cary recorded in Book 9257, Page 647, and in connection therewith Consent Final Order and Judgment in favor of the Town of Cary recorded in Book 9456, Page 326, Wake County Registry.
8. Terms and Conditions of that certain Easement Agreement executed by CV5 317 NC, L.L.C. and PBA Good, LLC dated December 15, 2005 and recorded December 27, 2005 in Book 11746, Page 1228; Wake County Registry.
9. Easement(s) in favor of Carolina Power and Light Company as recorded in Book 12701, Page 1368 of the Wake County Registry.
10. Stormwater Control Structure and Access Easement and Agreement recorded in Book 12899, Page 1999, Wake County Registry.