

### NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$6,350.00

Real Estate ID No. 0001303

This instrument was prepared by: Carmen J. Marzella, Esq.  
 Marzella Law Group, PLLC  
 200 Pinner Weald Way, Ste 101, Cary, NC 27513

Mail after recording to: Grantee

Brief Description for Index: 329 N. Harrison Avenue, Cary, NC

THIS DEED made this 28 day of December, 2018 by and between:

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GRANTOR

FNC Harrison, LLC,  
 a North Carolina limited liability company  
 5323 Spring Valley Rd Suite 250  
 Dallas, TX 75254-2497

GRANTEE

Shoppes on Harrison, LLC  
 a North Carolina limited liability company  
 P.O. Box 90792  
 Raleigh, NC 27675

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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 Town of Cary, County of Wake, and State of North Carolina, and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE

Submitted electronically by "Law Office of Marianna C. Montana"  
 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 hereinabove described was acquired by Grantor by instrument recorded in Book 16214 at Page 2721.

All or a portion of the property conveyed herein does not contain the primary residence of Grantor.

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.

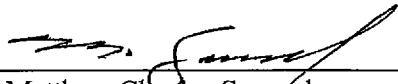
And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the following:

SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED BY REFERENCE

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

**FNC HARRISON, LLC,**  
a North Carolina limited liability company


By:   
Matthew Charles Samuel  
Manager

State of D.C

County of washington

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: Matthew Charles Samuel, Manager of FNC Harrison, LLC, Grantor(s).  
Witness my hand and official stamp or seal, this the 20 day of December, 2018.

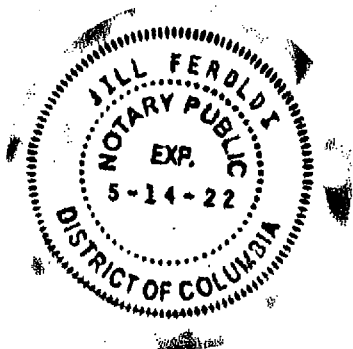
**JILL FEROLDI**  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires May 14, 2022

  
Notary Public

Print Notary Name: Jill Feroldi

My Commission Expires: 05/14/2022

{Affix Notarial Seal}



**EXHIBIT A**

## LEGAL DESCRIPTION

Being that certain parcel of land lying and being in the Township of Cary, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pipe located on the westerly margin of North Harrison Avenue, (70' public right-of-way); thence with said right-of-way S 06°00'36" W a distance of 384.59 feet to an existing iron pipe being situated at the intersection of the right-of-way of North Harrison Avenue and the northerly margin of NC Railroad Inc. property (200' right-of-way) as described in Deed Book 15090, Page 1349 of the Wake County Registry; said iron pipe being N 19°16'42" W a distance of 393.24 feet from NGS Monument "Robin"; thence with railroad right-of-way N 64°55'42" W a distance of 255.06 feet to an existing iron pipe; said iron being the southeasterly most corner of James W. Pou property as described in Deed Book 4187, Page 196 of said Registry; thence with Pou property N 01°45'52" E a distance of 213.07 feet to an axle; said axle being the southwesterly most corner of Albert & Julie Pekarski as described in Deed Book 5756, Page 258 of said Registry; thence S 88°03'16" E, passing an existing iron pipe at 69.90 feet, for a total distance of 139.63 feet to and existing iron pipe; said iron pipe being the southeasterly most corner of Dorothy Shepard property as described in Deed 1192, Page 372 of said Registry; thence with Shepard property N 06°52'49" E a distance of 70.03 feet to an existing iron pipe; said iron being the southwesterly most corner of Roger D. King as described in Deed Book 16026, Page 2153 of said Registry; thence with King property S 88°21'23" E a distance of 116.85 feet back to the point and place of beginning. Containing 73,508 square feet or 1.6875 acres according to a survey by R. E. Pharr & Associates, P. A. dated October 10, 2015. Map File No. W-4637; Job No. 83929.

EXHIBIT B

## PERMITTED EXCEPTIONS

1. Taxes or assessments for the year 2019, and subsequent years, not yet due or payable.
2. Easement(s) and/or Right(s) of Way to Carolina Power and Light Company recorded in Book 3995, Page 146, Wake County Registry.
3. Title to the portion of the land, if any, lying within the right(s) of way of Southern Railroad.
4. Rights of others in and to the use of North Harrison Avenue.
5. Matters as shown on survey entitled, "ALTA/ACSM Land Title Survey Prepared For: Medalist Capital, 329 N. Harrison Avenue, Town of Cary, Wake County, N.C." by Justin F. Cloninger, PLS with R.B. Pharr & Associates, P.A, dated October 10, 2015, Job No. 83929, Map File No. W-4899, and any easements or rights-of-way associated therewith: a) 2' X 3' utility box; b) back flow preventor, water meter(s), fire hydrant(s), water valve(s); c) clean out(s); d) encroachment of parking over west line of 8.9'; e) ground light(s), light pole(s); power meter(s), power box(es); f) drop inlet(s); g) sign(s); h) rights of others in and to the concrete sidewalks affecting the Insured land; i) cable TV box(es); J) encroachment of parking and asphalt, signs, curb and gutter(s), guard post(s), gate(s), wood fence, concrete dumpster pad and concrete into railroad right of way; k) Land Use Agreement between Southern Railroad Company and L.A. Taylor Building Company, Inc. dated November 9, 1983 (Agreement for Private Parking Use).