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912932
Excise Tax \$12,000.00
Parcel Identifier No. 1703578620

Mail after recording to:

William W. Bunch, III
Brown & Bunch, PLLC
4700 Homewood Court, Suite 265
Raleigh, North Carolina 27609

This instrument was prepared by:

Bridgestone Retail Operations, LLC
200 4th Avenue South
Nashville, Tennessee 37201
Attn: Law Department – Real Estate Section

Brief Description for Index: 333 South Dawson Street, Raleigh, NC 27601

SPECIAL WARRANTY DEED

THIS DEED, made as of the 30th day of October, 2018 by and between **BRIDGESTONE RETAIL OPERATIONS, LLC**, a Delaware limited liability company, formerly known as BFS Retail & Commercial Operations, LLC, a Delaware limited liability company, with an address of 200 4th Avenue South, Nashville, Tennessee 37201 ("**Grantor**"), and **RALDT 2, LLC**, a North Carolina limited liability company, with an address of 4131 Parklake Avenue, Suite 360, Raleigh, North Carolina 27612 ("**Grantee**").

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in City of Raleigh, County of Wake, North Carolina (the "**Property**"), more particularly described on Exhibit A attached hereto and made apart hereof.

Submitted electronically by "First American Title Insurance Company - NCS"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

This conveyance is made expressly subject to the Permitted Encumbrances set forth on Exhibit B attached hereto and made apart hereof; and is further made subject to the following express covenants, restrictions, and easements, which are reserved unto Grantor, and shall burden and run with said Property and bind Grantee and its heirs, devisees, successors, assigns and nominees for the benefit of Grantor and its successors and assigns:

A perpetual access easement reserved in favor of the Grantor, on the following terms and conditions: In the event Grantor is required, by any Environmental Laws (as defined herein) applicable to the Property, to investigate, remediate, clean up or otherwise respond to Hazardous Substances (as defined herein) existing on or under the Property (collectively, "*Environmental Work*") which were caused by Grantor in connection with the operation of its business, Grantor and its agents or contractors shall have the right to reasonable access to the Property for the purpose of performing such Environmental Work. For the purposes hereof: (i) "*Environmental Law*" shall mean any applicable federal, state or local environmental law, regulation or decree; and (ii) "*Hazardous Substance*" shall mean any substance, whether liquid, solid, or gas, that is listed, defined, designated, or classified as toxic, hazardous, radioactive, or dangerous under any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or by-product thereof, radon, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances, or related materials, as defined in any applicable Environmental Law.

A restrictive use covenant and right of first refusal reserved in favor of Grantor as follows: commencing on the date of recordation of this Deed and continuing for five (5) consecutive years thereafter, neither the Property nor any part thereof shall be used or leased in connection with a Motor Vehicle Repair Business. The term "*Motor Vehicle Repair Business*" is one which engages in any of the following activities: (1) sales, service and installation of motor vehicle parts, auto accessories, tires, batteries, brakes, mufflers, air conditioning; and (2) other usual motor vehicle services, such as tune-ups, lube and oil changes, cooling systems flushing, filling and repair, electrical work, wheel alignments and suspension systems repair and replacement. In the event Grantee receives a bona fide offer to purchase or lease the Property or any portion thereof during such five (5) year period for or from a Motor Vehicle Repair Business from a third-party which is unaffiliated with Grantee, Grantor shall have a right of first refusal to purchase or lease, as applicable, the Property or portion thereof subject to such offer to purchase or lease on the same terms as contained in the offer to purchase or lease or from such Motor Vehicle Repair Business, exercisable by Grantor within thirty (30) days after Grantor's receipt of a written copy of such offer to purchase or lease. In the event Grantor does not timely exercise such offer to purchase or lease, Grantee shall then have the right to proceed in accordance with such offer to purchase or lease with respect to such Motor Vehicle Repair Business.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anyway appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the

Grantor, either at law or in equity, of, in and to the Property: TO HAVE AND TO HOLD the said Property as described herein, with the appurtenances, unto the Grantee, forever.

Grantor, by execution and delivery hereof, warrants the title to the Property as to claims arising by, through, or under Grantor only and none other.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused the foregoing Special Warranty Deed to be executed the day and year first above written.

BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company

By: Caleb Smith
Caleb Smith
Sr. Director, Real Estate Operations

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

Before me, Victoria DeJacom, a Notary Public in and for the above State and County, on this 25th day of October, 2018 personally appeared CALEB SMITH, Sr. Director, Real Estate Operations of Bridgestone Retail Operations, LLC, a Delaware limited liability company and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such Sr. Director, Real Estate Operations of said company for and on behalf of the company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the company, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.

Victoria DeJaco
Notary Public

My commission expires: 11-08-2021

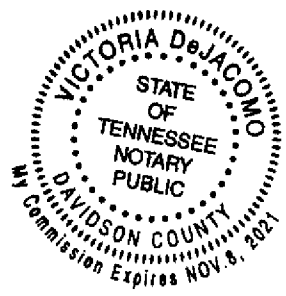


EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

BEGINNING AT A POINT WHERE THE NORTH PROPERTY LINE OF WEST DAVIE STREET INTERSECTS THE EAST PROPERTY LINE OF SOUTH DAWSON STREET, SAID POINT BEING 33 FEET MEASURED PERPENDICULARLY NORTH OF THE TECHNICAL CENTER LINE OF WEST DAVIE STREET AND 15 FEET MEASURED PERPENDICULARLY NORTH FROM THE CURB LINE, THE CURB LINE BEING 18 FEET NORTH MEASURED PERPENDICULARLY FROM THE SAID TECHNICAL CENTER LINE OF WEST DAVIE STREET AND THE SAID BEGINNING POINT ALSO BEING 33 FEET MEASURED PERPENDICULARLY EAST FROM THE TECHNICAL CENTER LINE OF SOUTH DAWSON STREET AND ALSO BEING 17.9 FEET MEASURED PERPENDICULARLY EAST FROM THE CURB LINE ON SOUTH DAWSON STREET, WHICH CURB LINE IS 15.1 FEET MEASURED PERPENDICULARLY EAST FROM THE TECHNICAL CENTER LINE OF SOUTH DAWSON STREET; RUNS THENCE ALONG THE EAST PROPERTY LINE OF SOUTH DAWSON STREET, NORTH 6 DEGREES 0° EAST 200 FEET TO A POINT IN THE SOUTH LINE OF AN ALLEY, SAID POINT BEING 15.7 FEET EAST OF AND PERPENDICULAR TO THE PRESENT CURB LINE AND 33 FEET MEASURED PERPENDICULARLY EAST OF THE TECHNICAL CENTER LINE OF SOUTH DAWSON STREET; RUNS THENCE WITH THE SOUTH LINE OF SAID ALLEY SOUTH 84 DEGREES 0° EAST 205.8 FEET TO AN IRON PIPE; THENCE AT AN INTERIOR ANGLE OF 89 DEGREES 31' AND ALONG A LINE SOUTH 6 DEGREES 29' WEST, A DISTANCE OF 98 FEET; THENCE AT AN INTERIOR ANGLE 90 DEGREES 29' ALONG A LINE NORTH 84 DEGREES 0' WEST 70 FEET TO AN IRON PIPE; THENCE AT AN EXTERIOR ANGLE OF 90 DEGREES 06' ALONG A LINE SOUTH 6 DEGREES 06' WEST 102 FEET TO A POINT IN THE NORTH PROPERTY LINE OF WEST DAVIE STREET, SAID POINT BEING 14.9 FEET NORTH OF THE CURB LINE MEASURED PERPENDICULARLY AND 33 FEET NORTH OF THE TECHNICAL CENTER LINE OF WEST DAVIE STREET MEASURED PERPENDICULARLY; RUNS THENCE ALONG THE TECHNICAL PROPERTY LINE OF WEST DAVIE STREET NORTH 84 DEGREES 00' WEST 134.8 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING THE SAME PROPERTY AS CONVEYED BY THE FIRESTONE TIRE & RUBBER COMPANY, AN OHIO CORPORATION. TO FIRESTONE REAL ESTATE LEASING COMPANY, AN OHIO CORPORATION, BY SPECIAL WARRANTY DEED RECORDED JULY 2, 1986, IN THE OFFICIAL RECORDS OF WAKE COUNTY, NC, AT BOOK 3765, PAGE 319.

Grantor also grants and conveys to Grantee, its successors and assigns, without warranty, all its estate, right, title and interest of and in to those narrow strips of land shown on survey recorded in said Registry in Book of Maps 1955, at page 44, as lying between the curb line and the technical property lines.

Grantor also grants and conveys to Grantee, its successors and assigns, all alley rights it may own in three alleys adjoining the property above described on its Northern side leading to South McDowell Street, West Martin Street and South Dawson Street.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes for the year 2018, which are a lien, due and payable, and all subsequent years.
2. Easements and other facts as shown on plat recorded in Book of Maps 1955, Page 44, Wake County Registry.
3. Easement to Carolina Power & Light Company, its successors and assigns, recorded in Book 1666, Page 390, Wake County Registry.