

Recording Requested by:  
First American Title Insurance Company  
National Commercial Services

When recorded mail to:

My Practice's Landlords, LLC  
224 Village Walk Dr.  
Holly Springs, NC 27540

**EXCISE TAX: \$1220.00**  
**PARCEL #: 0000373669-2017**

**SPECIAL WARRANTY DEED**

File No. NCS-856143-PHX

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, **Halle Properties, L.L.C., an Arizona limited liability company**, the GRANTOR does hereby convey to **My Practice's Landlords, LLC**, the GRANTEE, **the real property** situate in Wake County, North Carolina described on Exhibit "A" attached hereto and by reference made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property, together with all improvements thereon and appurtenances thereunto belonging, unto Grantee, its successors and assigns in fee simple forever; and Grantor does covenant with Grantee that it is lawfully seized and possessed of said land, has a good right to convey it, and the same is unencumbered, except as herein set out; and Grantor does further covenant and bind itself to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

Subject To: The Property Use Restriction attached hereto as Exhibit "B" and by reference made a part hereof.

DATED: February 12, 2018

HALLE PROPERTIES, L.L.C., an Arizona limited liability company

By: Wilanna, Inc., an Arizona corporation,  
Managing Member

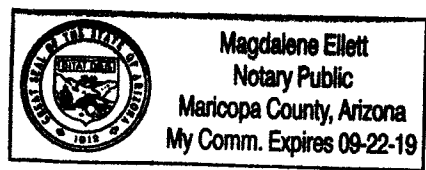
By:   
Pierre F. Smith, Agent

STATE OF ARIZONA )  
 ) ss  
COUNTY OF MARICOPA )

Subscribed and sworn to before me, Magdalene Ellett, a Notary Public, this 8th day of February, 2018, by Pierre F. Smith, Agent for Wilanna, Inc., an Arizona corporation, Managing Member of Halle Properties, L.L.C., an Arizona limited liability on behalf of said corporation and limited liability company.

Magdalene Ellett  
Notary Public

My Commission Expires: 9-22-19



**PREPARED BY:  
HALLE PROPERTIES L.L.C  
20225 N SCOTTSDALE RD  
SCOTTSDALE, AZ 85255**

**EXHIBIT "A"**

BEING ALL OF LOT 5A, CONTAINING 1.0197 ACRES, AS SHOWN ON PLAT ENTITLED "SURVEY FOR SOUTH PARK VILLAGE INVESTMENTS II, L.L.C. SUBDIVISION OF LOTS 5" PREPARED BY JOHN A. EDWARDS & COMPANY, AND RECORDED IN BOOK OF MAPS 2009, PAGE 366, WAKE COUNTY REGISTRY.

TOGETHER WITH THE BENEFITS AND SUBJECT TO THE BURDENS OF THAT CERTAIN DECLARATION OF RIGHTS, RESTRICTIONS AND EASEMENTS, WITH SUBORDINATION OF LENDER INSTRUMENT(S) FILED FOR RECORD IN BOOK 12730 AT PAGE 995; BOOK 13275 AT PAGE 1758; BOOK 13275 AT PAGE 1748; BOOK 13299 AT PAGE 2398; AND BOOK 13275 AT PAGE 1768, ALL FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAKE COUNTY, NORTH CAROLINA.

TOGETHER WITH THE BENEFITS AND SUBJECT TO THE BURDENS OF THAT CERTAIN STORM WATER DETENTION FACILITY EASEMENT RECORDED IN BOOK 13022 AT PAGE 2388 AND RERECORDED IN BOOK 13050 AT PAGE 2018, ALL FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAKE COUNTY, NORTH CAROLINA.

**EXHIBIT "B"****PROPERTY USE RESTRICTION**

The Property shall not be used, leased or allowed to be used for, or in connection with, the sale of automobile and light truck tires, wheels and related services (the "Restrictive Covenant"). The Restrictive Covenant shall run with the land and shall bind Buyer and the heirs, representatives, successors, grantees, and assignees of, and anyone who holds or possesses the Property by any kind of right or title through, Buyer. In the event of a violation, or breach, or threatened breach of the Restrictive Covenant, Seller, and Seller's successors and assigns, shall have the right to proceed at law or in equity to compel compliance with the Restrictive Covenant or to prevent its violation or breach, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Buyer and the heirs, representatives, successors, grantees, assignees of and anyone who holds or possesses the Property by any kind of right or title through Buyer, at the time of such violation, breach, or threatened breach, shall reimburse Seller (or Seller's successor or assigns, as the case may be) for all costs, including reasonable attorney's fees, incurred in enforcing the Restrictive Covenant. No failure of Seller or Seller's successors or assigns to enforce rights hereunder, nor delay in neither exercising, nor partial exercise of any rights or remedies hereunder, shall be construed to constitute a waiver thereof nor shall it preclude the exercise of any other right or remedy.