

WAKE COUNTY, NC 83  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
04/13/2016 14:04:12  
STATE OF NC REAL ESTATE  
EXCISE TAX: \$1,525.00  
BOOK:016350 PAGE:00540 - 00545

Excise Tax: \$ 1,525<sup>-</sup>

Real Estate ID No: out of 0014628

Prepared WITHOUT TITLE EXAMINATION OR TAX ADVICE by:  
Morris, Russell, Eagle & Worley, PLLC (David E. Miller, III)  
2235 Gateway Access Point, Suite 201  
Raleigh, NC 27607

After Recording: Mail to Grantee

Brief Description for the Index:

Tract 19, Book of Maps 2011, Page 859

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made this 1st day of March, 2016, by and between:

GRANTOR	GRANTEE
D. COOKE PROPERTIES, LLC, a North Carolina limited liability company  3305 Rockland Ridge Road Cary, NC 27519	ATLANTIC AVENUE TIRE LAND COMPANY, L.L.C., a North Carolina limited liability company  1380 NW Maynard Road 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 Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, subject to the exceptions and reservations hereinafter provided, if any, all that certain tract or parcel of land lying and being in or near the Town/City of Cary, Wake County, North Carolina, being more particularly described as follows:

**BEING all of Tract 19 containing 1.885 acres as shown on plat entitled "Exempt Subdivision Map for DOROTHY LEWIS COOKE ESTATE TRACTS 18-21" and recorded in Book of Maps 2011, Page 859, Wake County Registry.**

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 15810, Page 2241, Wake County Registry.

All or a portion of the Property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee subject to the exceptions and reservations hereinafter and hereinabove provided, if any, in fee simple.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever. By the Grantor's execution and tendering of this deed to Grantee, and in recognition of Grantee relying upon the Post-Closing "Infrastructure Obligations" (as contemplated in Exhibit A described below) in Grantee accepting and recording this deed and paying the full agreed purchase price to Grantor, the said Grantor hereby covenants, represents and warrants, to and for the benefit of Grantee, to exercise Grantor's continuing best efforts to complete all of the post-closing "Infrastructure Obligations" described in the attached Exhibit A which is hereby incorporated by reference.

Title to the Property is subject to the following exceptions:

1. The lien of real estate taxes, taxes imposed by special assessment and water, sewer, vault, public space and other public charges which are not yet due and payable;
2. All applicable laws (including zoning, building ordinances and land use regulations);
3. All easements, restrictions, covenants, agreements, conditions, or other matters of record; and
4. Any matters which would be revealed by an accurate survey.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name this 28 day of March, 2016 and delivered as of the date indicated on the first page of this Deed.

**GRANTOR:**

D. COOKE PROPERTIES, LLC, a North Carolina limited liability company

By: Joy C. Futrell  
Joy C. Futrell, Manager

Johnston County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Joy C. Futrell**

Date: 3-28-16

My Commission Expires:

6-19-2020

[Affix Notary Stamp or Seal]

Rhonda C. Manion  
Notary Public  
Print Name: Rhonda C. Manion



## Exhibit A

## Grantor's Post-Closing "Infrastructure Obligations":

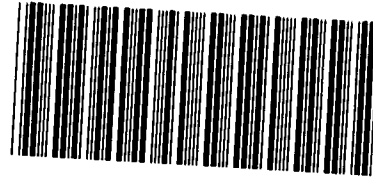
A. Both Grantor and Grantee acknowledge that the "Subject Property" (Tract 19 containing 1.885 acres as shown in Book of Maps 2011, Page 859, Wake County Registry) has been subdivided from a larger "Base Parcel" of land consisting of over 11.6 acres and located on the eastern side of NC Highway 55 and with a 100 foot "Durham & Southern Railroad" right of way running along and adjacent to the rear line of the Subject Property and several adjoining parcels. More specifically, Grantor hereby covenants and agrees that, as Grantor is subdividing the rest and residue of the said larger 11.6 acre Base Parcel, Grantee is hereby entitled to receive a "hard corner" property to be located at the corner of NC Highway 55, the said railroad right of way and that certain "Joint Driveway"/public or private road to be built by the Town of Cary and/or Grantor which shall run between and provide access to and from the said Subject Property and its adjoining property to the south of the Subject Property.

B. In addition, Grantor and Grantee shall exercise all continuing best efforts to cooperate and coordinate with each other, and all professional advisors, on all negotiations and advocacy efforts with the Town of Cary and the North Carolina Department of Transportation to secure approval for a "left-over" vehicular access structure off NC Highway 55 which shall provide direct access into the said Joint Driveway to serve the Subject Property be approved by all pertinent governmental authorities. Grantor shall be solely responsible for all costs and expenses associated with approval and construction of this left-over access structure.

C. Grantor shall be solely responsible for all costs and expenses associated with approval and construction of all roadway and other capital improvements, including the widening of NC Highway 55 and Morrisville-Carpenter Road, (hereafter called "the Off-Site Improvements") as shall or may be required by the Town of Cary, and related governmental authorities such as NCDOT.

D. Grantor and Grantee further acknowledge and agree that, along the rear of all said parcels including the Subject Property, there shall be a buffer of at least 25' from the said 100 foot railroad right of way, according to the final terms and conditions of approval by the Town of Cary. Grantor shall also design, secure approval for and construct, at Grantor's sole cost and expense, a 25' "Private Driveway" running between this said 25' buffer and the rear (or eastern) lot lines of all parcels, including the Subject Property. This said Private Driveway shall be for the benefit of the Subject Property and all other parcels owned by Grantor, and shall be: (1) documented in all final subdivision maps regarding the Subject Property and all other parcels, tracts or lots subdivided out of the larger 11.6 acre Base Parcel; (2) further benefitted and burdened by all necessary and appropriate recorded cross easements for ingress, egress and regress; and, (3) shall be benefitted and burdened by a recorded covenant by and between all parcel owners to be pro-ratably responsible for the costs of this said 25' Private Driveway and its future maintenance and/or replacement (with this proration to be based upon the linear footage of each lot abutting the Private Driveway as compared to the total length of said Private Driveway).

E Finally, Grantor, at its sole cost and expense and by or before December 31, 2016, shall exercise its continuing best efforts to secure approval from all pertinent governmental authorities, and to construct and install for the benefit of the Subject Property, all normal and customary water and sewer capacity, suitable for Grantee's intended use, which shall be stubbed into the Subject Property within easements benefitting and burdening the Subject Property, and to be agreed upon in writing by Grantor and Grantee to serve both the Subject Property and all adjoining parcels or lots to be platted, developed or sold by Grantor.



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**Please retain yellow trailer page**

It is part of the recorded document and must be submitted with the original for re-recording.

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**Laura M. Riddick  
Register of Deeds**

Wake County Justice Center  
300 South Salisbury Street, Suite 1700  
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

**This Customer Group**

\_\_\_\_\_ # of Excessive Entities

\_\_\_\_\_ # of Time Stamps Needed

**This Document**

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