

NORTH CAROLINA

WAKE COUNTY

OFFER TO PURCHASE AND CONTRACT

WHEREAS, The Wake County Board of Education, a body corporate, ("Buyer") hereby agrees to purchase and the **Luther D. Warner Revocable Trust dated the 30th day of August, 2001 as amended** ("Seller"), by Jeffrey Butler, as Successor Trustee for Seller, hereby agrees to convey an assemblage of six (6) parcels of land, together with all improvements, structures, equipment and fixtures located thereon, collectively totaling 4.03 acres more or less, located on the southern side of Tryon Road, east of its intersection with Yates Mill Pond Road, Swift Creek Township, Raleigh, Wake County, North Carolina, together with all right, title and interest which Seller may have in all creeks, streams, rights-of-way, roads, streets and ways bounding said property (the "Property"). The Property is further identified by a legal description shown in Exhibit "A", and upon Maps shown on Exhibits "B" and "C". Exhibit "A", "B" and "C" are attached hereto and made a part of this Offer to Purchase, with the exact location and acreage of the subject property to be determined by a formal survey to be obtained by Buyer. The Property is more particularly described as all or a portion of those parcels having:

Wake County PIN 0772-96-8540, Wake County REID 0054009, and street address of 5417 Tryon Road, Raleigh, NC 27606;

Wake County PIN 0772-96-7543, Wake County REID 0090507, and street address of 5501 Tryon Road, Raleigh, NC 27606;

Wake County PIN 0772-96-6541, Wake County REID 0015062, and street address of 5505 Tryon Road, Raleigh, NC 27606;

Wake County PIN 0772-96-5449, Wake County REID 0031114, and street address of 5509 Tryon Road, Raleigh, NC 27606;

Wake County PIN 0772-96-3486, Wake County REID 0030973, and street address of 5517 Tryon Road, Raleigh, NC 27606; and

Wake County PIN 0772-95-6565, Wake County REID 0073460, and street address of 6200 Yates Mill Pond Road, Raleigh, NC 27606.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained and the earnest money deposit set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged and confessed, the parties hereto agree to the following terms and conditions:

1. PURCHASE PRICE: The purchase price is Eight Hundred Seventy-Four Thousand Two Hundred Fifty-One and no/100 (\$874,251.00) and shall be paid by Buyer to Seller as follows:
 - A. \$5,000.00 in earnest money shall be paid by check to Boxley, Bolton, Garber & Haywood, L.L.P., Attorneys at Law, with the delivery of this contract, to be held in trust until the sale is closed, at which time it will be credited to Buyer, applied to payment of the purchase price and disbursed to Seller at closing, or until this agreement is otherwise terminated and it is disbursed in accordance with the terms of this agreement.
 - B. Buyer shall pay Seller the balance of the purchase price, subject to prorations and the Earnest Money as provided herein, at closing by check or wire transfer of funds to Escrow Agent.

- C. Buyer and Seller acknowledge that the “Property” to be purchased includes a total of 4.03 acres of land more or less. The exact location and acreage shall be determined by a formal boundary survey to be provided by Buyer.
2. CONDITIONS: The obligation of Buyer to purchase the Property is subject to the satisfaction at or prior to closing of the following conditions:
- A. The Wake County Board of Education must approve all terms and conditions of this contract.
 - B. The Wake County Board of Commissioners must, prior to closing disburse to Buyer sufficient funds to pay the full balance of the purchase price for the Property.
 - C. Within one hundred eighty days from the date upon which the Wake County Board of Education approved this Offer to Purchase and Contract, (“Due Diligence Period”), Buyer must be able to obtain, at its expense, the following:
 - (1) A survey of the Property, acceptable to Buyer by a registered land surveyor and a legal description that conforms to the survey.
 - (2) A determination that there will be no adverse effect to the intended use of the Property due to the existence of rock or other unsuitable soil conditions;
 - (3) An environmental assessment of the Property to determine the existence of conditions that may be governed by Federal, State, or Local Environmental Laws. Failure to determine such conditions by this inspection shall not relieve Seller of its obligation to indemnify Buyer from any claims under Federal, State, or Local Environmental Laws as required by other sections of this Offer to Purchase and Contract. Buyer shall promptly deliver to Seller a copy of such environmental assessment when the same becomes available, at no expense to Seller. The results of the Buyer’s tests and investigations shall not be made available or disclosed to any third party until a copy has been provided to Seller.
 - (4) An appraisal by a MAI appraiser, acceptable to Buyer, that reflects the value of the subject property as equal to or exceeding the purchase price. If the subject property does not equal or exceed the purchase price but sufficiently supports the price so as to be acceptable to the Board of Education and the Board of Commissioners for approval of the contract and funding, this condition will be deemed satisfied.
 - (5) Approval of the Wake County Board of Commissioners of funding of Buyer’s purchase of the Property under N.C. G.S. Section 115C-426.
 - (6) The Wake County Board of Education must be able to acquire a zoning designation to its satisfaction to construct and operate educational and related facilities.
 - (7) Approval from the City of Raleigh, Wake County and/or the North Carolina Department of Transportation to construct a suitable means of ingress and egress from the “Property” to Tryon Road and/or Yates Mill Pond Road.
 - (8) Approval from the City of Raleigh, Wake County and/or the North Carolina Department of Environmental Quality or such other governmental agencies as are necessary to construct a suitable sewer system to support a, elementary school upon the subject property, or connect to public sewer service that is otherwise available with sufficient capacity for Buyer’s purposes.
 - D. Seller agrees that it has an affirmative duty to cooperate with Buyer in Buyer’s testing and investigation of the Property for an environmental assessment and shall disclose any and all

information about the Property that may be useful in such an assessment provided however, that the cost of investigation shall be paid by the Buyer. Seller shall furnish at least ten (10) days prior to closing an affidavit and indemnification agreement in a form suitable to Buyer stating that:

- (1) Buyer is relieved of any liabilities, claims, penalties, fines, costs, or charges that may occur as a result of any action against the property under Federal, State, or Local Environmental Laws as a result of any environmental conditions arising from circumstances occurring during the period of Seller's ownership and caused by acts or omissions of Seller, its agents or assigns (for these purposes, "Seller's agents or assigns" excludes Buyer, its agents, employees or other representatives);
- (2) To the best of Seller's knowledge, the Property is not the subject of any active or pending action by the North Carolina Department of Environmental Quality (DEQ) or its successor agencies, or any federal, state or local agencies under any federal, state or local environment laws or regulations;
- (3) To the best of Seller's knowledge, the Property is not subject to any casualty damage. Any casualty damage to the property arising out of or resulting from the acts of Buyer, its agents, employees or other representatives is excluded;
- (4) (a) To the best of Seller's knowledge, there is no Hazardous Material (as hereinafter defined) on the Property, whether such Hazardous Material was placed by spill, release, discharge, disposal or storage, (b) nor has any Hazardous Material penetrated any waters, including, but not limited to, streams crossing or abutting the Property or the aquifer underlying the Property. Hazardous Material as used in this Offer to Purchase and Contract means any hazardous or toxic substance, material, waste or similar term which is regulated by local authorities, the State of North Carolina and/or the Federal Government including, but not limited to, any material substance, waste or similar term which is:
 - (a) defined as Hazardous Material under the laws of the State of North Carolina, as amended from time to time;
 - (b) defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), as amended from time to time;
 - (c) defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et. seq.), as amended from time to time;
 - (d) defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et. seq.), as amended from time to time;
 - (e) defined as hazardous waste or toxic substance, waste, material or similar term in any rules and regulations, as amended from time to time, which are adopted by any administrative agency including, but not limited to, the Environmental Protection Agency, the Occupational Safety and Health Administration, and any such similar State or Local agency having jurisdiction over the Property whether or not such rules and regulations have the force of law; or
 - (f) defined as hazardous or toxic waste, substance, material or similar term in any statute, regulation, rule or law enacted or adopted at any time after the date of this Agreement by local authorities, the State of North Carolina, and/or the Federal Government; and

- (5) To the best of Seller's knowledge, Seller has complied and caused the Property to comply with all laws and ordinances, and all rules and regulations of all authorities having jurisdiction over the Seller, the Property, or the use thereof, relative to any Hazardous Material; and
- (6) There is no other property presently owned or used by Seller, the existence of such Hazardous Material upon or discharge of such Hazardous Material from, which might cause any charge or lien upon the Property.

Buyer's obligation to purchase the subject Property is expressly conditioned upon the foregoing representations of Seller being true and accurate on the date hereof and on the date possession of the Property is transferred by Seller to Buyer; and these representations and warranties shall be deemed extended through the date possession is transferred unless Seller advises Buyer in writing of any changes prior to transfer of possession. These representations and warranties shall survive closing and transfer of possession.

- E. Seller shall disclose to Buyer within 30 days of the execution of this contract, any information regarding the use of the Property, or any portion thereof, in a manner that is regulated by Federal, State, or Local Environmental Laws to the degree Seller has knowledge.
- F. There must be no restrictions, easements, or governmental regulations other than zoning regulations that would prevent the reasonable use of the real property for public school and administrative purposes. If such conditions exist, it is the responsibility of the Seller to inform the Buyer of any such conditions and Seller will exert all commercially reasonable efforts to cure same prior to closing. If Seller is unsuccessful in timely curing said conditions, Buyer may cancel this agreement, whereupon all deposit monies shall be returned to Buyer, or, in the alternative, Buyer may waive the objectionable conditions and close pursuant to the terms of this agreement.
- G. There must be no zoning regulations that could prevent the reasonable use of the real property for public school and administrative purposes. If such conditions exist, it is the responsibility of the Buyer to file a petition to rezone the Property to such zoning classification, or classifications, as the Buyer may select. Seller shall assist the Buyer in the Buyer's rezoning effort to whatever extent the Buyer may request, but the Seller shall have no duty to incur any expense in such rezoning effort. Buyer assumes the expense of any rezoning requirements.
- H. All deeds of trust, liens, leases and other monetary charges against the Property which can be satisfied by the payment of money must be paid and canceled by Seller prior to or at closing. Any liens and charges resulting from the actions of Buyer or Buyer's agents, employees or other representatives are the responsibility of Buyer and are excluded herefrom.
- I. Title must be delivered at closing by Special Warranty Deed and must be fee simple marketable title, free of all encumbrances and assessments except ad valorem taxes for the current year (prorated as described in Paragraph 5-A), utility easements and unviolated restrictive covenants, neither of which materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right-of-way.
- J. Seller shall provide to Buyer copies of any studies and/or reports in their entirety which Seller may have received and or commissioned regarding the property within 10 days of the execution of this contract by all parties. Seller shall execute such appropriate releases as Buyer may request to authorize and direct the appropriate consultant to release and transfer consultants' work product to the Buyer for its use and benefit.

- K. Should Buyer elect for any reason not to proceed with the acquisition of the Property prior to the expiration of the Due Diligence Period, Buyer shall notify Seller and the Escrow Agent that it has elected to terminate the Purchase Agreement. If requested by the Escrow Agent, Seller shall confirm in writing that the Purchase Agreement has been terminated, that the Earnest Money shall be returned to Buyer, and that neither Seller nor Buyer has any further rights, duties and obligations one to the other except as specifically provided in this Agreement. Within five days of the notification of Seller of Buyer's election to terminate, Buyer will provide to Seller copies of all due diligence studies procured in the Buyer's investigation of the subject property and will advise its consultants that they are released to discuss their findings with Seller.
 - L. The Property alone is insufficient to accommodate the projected site needs for an elementary school. In addition to submitting this Offer to Purchase and Contract to Seller, Buyer is concurrently submitting Offers to Purchase and Contract to the Owners of parcels located adjacent and near to the Property. The assemblage properties are depicted and identified on Exhibit C attached hereto. Buyer must in its sole discretion determine the suitability and sufficiency of acreage of the combination of all the parcels to accommodate the location of an elementary school thereon during the Examination Period, and must be able to acquire all parcels upon acceptable terms with closing occurring on or before the closing date described in Paragraph 16 hereinbelow.
3. FAILURE OF CONDITIONS: If any of the conditions in this document are not met, Buyer has the option to waive the satisfaction of any unsatisfied conditions. If Seller breaches the contract in any other way, Buyer shall recover its earnest money deposit without prejudice to any other remedies it may have for the breach. If Buyer breaches the contract, Seller shall be entitled to the earnest money deposit without prejudice to any of the remedies they may have for the breach.
 4. SELLER REPRESENTATIONS AND WARRANTIES: Seller makes the following representations and warranties to and for the benefit of Buyer which shall be true on the date of closing as though such representations and warranties were made at such time and shall survive the passing of title:
 - A. ASSESSMENTS: Seller warrants that there are no encumbrances or special assessments, either pending or confirmed, for sidewalk, paving, sewer, water, or other improvements on or adjoining the Property. Any encumbrances and assessments resulting from the actions of Buyer or Buyer's agents, employees or other representatives are the responsibility of Buyer and are excluded herefrom.
 - B. CLAIMS AND SUITS: Seller has not entered into any agreement including leases or rental agreements with reference to the Property and neither Seller nor the Property are subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or to the knowledge of Seller, threatened or likely to be made or instituted which would in any way be binding upon Buyer or its successors or assigns or affect or limit Buyer's full use and enjoyment of the Property or which would limit or restrict in any way Seller's right or ability to enter into this contract and consummate the sale and purchase contemplated hereby.
 - C. COMPLIANCE WITH APPLICABLE LAWS: To the best of Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and regulations affecting the Property and to the best of Seller's knowledge no portion of the Property has been used for the production, storage or disposal of toxic or hazardous waste materials of any kind.
 - D. FOREIGN PERSON: Seller is not a "foreign persons" as defined in the Foreign Investor Reporting and Property Tax Act and shall provide an affidavit at least ten (10) days prior to closing in a form satisfactory to Buyer to such effect.

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and adjusted between the parties or paid at closing:
 - A. At closing, ad valorem taxes on real property shall be pro-rated between Buyer and Seller to the date of closing for the year in which closing occurs. All "roll back" taxes, if any, shall be the responsibility of Seller. All ad valorem and "roll back" taxes (if any), shall be calculated and paid at closing from the proceeds due at closing. Buyer and Seller understand that the prorated amounts may be based upon tax rates and/or valuations that may change after closing but before the end of the year in which closing occurs. Should the actual tax bill be different than the amount estimated at closing, Buyer and Seller will promptly adjust and pay to the other party as appropriate any additional taxes prorated against the actual tax bill. As part of the consideration of this sale, this term and condition shall survive closing and shall not merge upon delivery of the deed.
 - B. All late listing penalties, if any, shall be paid by Seller.
 - C. Rents, if any, for the Property shall be retained by Seller, calculated to the date of closing.
 - D. All crop allotments, if any, shall be retained by the Seller.
 - E. Seller shall be responsible for any brokerage commissions due as a result of this sale. Buyer by its execution hereof confirms that i) licensed real estate broker Adam Parker, of Fonville Morisey, presented the property to Buyer for its consideration in the capacity of Seller's Agent or Sub-Agent, ii) Buyer's dealings with Parker were as a Seller's Agent or Sub-Agent and not as a Buyer's agent, and iii) Buyer has not been represented by a real estate broker in a Buyer's agent capacity in this transaction. Buyer agrees to indemnify and hold Seller harmless against any real estate commission claimed by any other parties allegedly representing Buyer in this transaction. Seller by its execution hereof states that if it has been represented by a real estate broker in this transaction, the identity of said broker has been disclosed, and that Seller is solely responsible for any brokerage commissions due said broker as a result of this sale.
6. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in a form satisfactory to Buyer at least ten (10) days prior to closing showing that all charges for labor or materials, if any, furnished to the Property within 120 days before the date of closing have been paid and agreeing to indemnify Buyer against all loss from any claim arising therefrom.
7. CLOSING EXPENSES: Seller shall pay for the preparation of a deed which shall be prepared by Seller's attorney and for the revenue stamps required by law. Seller shall pay for any affidavits required by this contract. Buyer shall pay for recording the deed. Buyer and Seller shall each pay their respective attorney's fees.
8. EVIDENCE OF TITLE: Seller shall deliver to Buyer within 30 days after the execution of this offer by all parties copies that are reasonably available without cost of all title information available to Seller, including but not limited to title insurance policies, attorneys' opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.
9. ASSIGNMENT: This contract may not be assigned without the written agreement of all parties, but if the same is assigned by agreement, then the same shall be binding on the assignee and his heirs. Notwithstanding the foregoing, Buyer shall have the right to assign this Offer to Purchase and Contract to Wake County, or take title to the Property at closing in an entity affiliated with Buyer without necessity of written agreement by Seller.
10. BINDING EFFECT: This contract shall be binding and shall inure to the benefit of the parties and their heirs, successors and assigns.

11. **SURVIVAL:** Any provision of this agreement which by its nature and effect is required to be observed, kept or performed after the closing shall survive the closing and remain binding upon and for the benefit of the parties until fully observed, kept or performed.
12. **SELLER'S AUTHORITY:** Seller warrants and represents that it has full and complete power and authority to enter into this contract in accordance with all the provisions contained herein and that there is no person or entity that has any interest in the Property other than the parties to this agreement. Should Seller fail to convey title to Buyer under the terms and conditions of this contract, Seller shall be immediately liable and shall immediately reimburse the Wake County Board of Education for all expenses incurred in its attempt to acquire and assemblage that includes a total of approximately 4.03 acres. Reimbursement of expenses shall not relieve Seller of its responsibility to convey approximately 4.03 acres and Buyer does not waive any additional remedies it may have as to performance by Seller.
13. **RIGHTS OF BUYER PRIOR TO CLOSING:** Buyer, its agents, employees or other representatives shall have the right during the term of this contract to go upon the Property for the purpose of making such surveys, engineering, topographical, geological and other tests and measurements including, but not limited to, soil tests, percolation tests and subsoil tests as Buyer deems necessary or advisable. Buyer agrees to return the Property to as near its original condition as is possible after completion of tests the Buyer or its agents conduct on the Property. Buyer indemnifies and holds Seller harmless from loss, cost, damage or expense resulting from Buyer's activities on site for purposes contained herein.
14. **RISK OF LOSS:** The risk of loss prior to closing, which shall include personal property, shall be upon the Seller.
15. **POSSESSION:** Exclusive possession of the Property free and clear of occupancy by all persons, firms or corporations, whether or not under claim of right or color of title, shall be delivered to Buyer at closing on the conditions required in this Offer to Purchase and Contract.
16. **CLOSING:** The parties agree to execute any and all documents and papers necessary in connection with the closing and transfer of title within thirty (30) days after all conditions have been met or waived. The deed is to be made to The Wake County Board of Education, Facilities Building, 1551 Rock Quarry Road, Raleigh, North Carolina, 27610, Attention: Betty L. Parker, Real Estate Services Senior Director.
17. **TIME IS OF THE ESSENCE:** Time is of the essence with regard to the terms and conditions contained in this Offer to Purchase and Contract.
18. **EXTENSION:** Notwithstanding the foregoing, Buyer shall have the right to extend the terms of this Contract by up to thirty (30) days by the provision of written notice prior to expiration of the term to the Seller of its desire to extend if such additional time is necessary for the completion of due diligence studies, to obtain approvals from the Board of Education, Board of Commissioners, or such other agencies necessary to satisfaction of the conditions hereinabove described.
19. **COUNTERPARTS:** This offer shall become a binding contract when signed by both Buyer and Seller in two (2) counterparts with an executed counterpart being retained by each party.
20. **NOTICES:** All notices, requests and other communications hereunder shall be deemed to have been fully given, by either Party to the other, when made in writing and either a) deposited in the United States mail (sent certified, return receipt requested); b) personally delivered; c) transmitted by overnight courier for next business day delivery, d) by facsimile or e) by electronic mail but, in the case of electronic mail, only if followed by transmittal by overnight courier or hand for delivery on the next Business Day, to the addresses of Buyer and Seller set forth below or to such other addresses as the Parties may, from time to time, designate by written notice.

To Seller: Jeffrey Butler, as Successor Trustee for
the Luther D. Warner Revocable Trust
dated the 30th day of August, 2001 as amended
2805 Dover Farm Road
Raleigh, NC 27606

w/copy to: R. Daniel Brady, Esq.
Brady/Cobin Law Group PLLC
4141 Parklake Avenue
Raleigh, NC 27612-2332
Email. danbrady@bradymortonlaw.com

To Buyer: Wake County Public School System
Attn: Superintendent
5625 Dillard Drive
Cary, North Carolina 27518

w/copy to: Wake County Public School System
Attn: Real Estate Services Senior Director
1429 Rock Quarry Road, Suite 116
Raleigh, North Carolina 27610
Email: bparker@wcpss.net

& w/copy to: Kenneth C. Haywood, Esq.
Boxley, Bolton, Garber & Haywood
Post Office Drawer 1429
Raleigh, North Carolina 27602
Email: khaywood@bbghlaw.com

21. MEMORANDUM OF CONTRACT: Each party hereto reserves the right to obtain upon request the execution by the parties of a Memorandum of Contract suitable for recordation in the Office of the Register of Deeds of Wake County. The requesting party shall pay all expenses for preparation and recordation of said Memorandum(s). This contract itself may not be recorded without the prior written permission of Buyer and Seller. If Buyer records a memorandum of contract, Buyer shall furnish a notice of termination that Seller can record, which notice shall be in form and substance reasonably satisfactory to Seller.
22. ENTIRE UNDERSTANDING: This contract constitutes the entire understanding between the parties. It may not be modified orally or in any manner except by agreement in writing by the parties hereto.
23. TAX-DEFERRED EXCHANGE: In the event Buyer and Seller wish to effect a tax-deferred exchange or bargain sale transaction in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange, providing, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and providing further that the non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange or bargain sale. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision, including the execution of Form 8283 to be attached to Seller's tax return.

IN WITNESS THEREOF, the parties have hereunto set their hands and seal the day and year indicated below.

BUYER:

THE WAKE COUNTY BOARD OF EDUCATION

By: _____
Monika Johnson-Hostler, Board Chair

Attest: _____
Secretary/Superintendent

Date: _____

SELLER:

Jeffrey Butler, as Successor Trustee for
the Luther D. Warner Revocable Trust
dated the 30th day of August, 2001 as amended

By: _____

Name: Jeffrey Butler

Title: Successor Trustee

Date: _____

Exhibit "A"
Legal Description:

The subject Property Assemblage (6 parcels) is located on the southern side of Tryon Road, east of its intersection with Yates Mill Pond Road, Swift Creek Township, Raleigh, Wake County, North Carolina, and contains a total of ± 4.03 acres. The Parcels are further described as follows and as having:

Wake County PIN 0772-96-8540, Wake County REID 0054009, and street address of 5417 Tryon Road, Raleigh, NC 27606; (described as Tract 1 in DB 14921, PG 2352-2356, WCR)

TRACT 1: *Parcel ID #0054009.* BEGINNING at a point on the South side of Tryon Road (formerly Holly Springs Road), said point being South 82 degrees 30 minutes East 525 feet from the Southeast intersection of the Yates Mill Road and said Tryon Road; runs thence along the South side of Tryon Road South 82 degrees 30 minutes East 105 feet to a corner with J.R. Atkins; runs thence with the J.R. Atkins land South 7 degrees 30 minutes West 295 feet to a point; runs thence North 82 degrees 30 minutes West along the M.E. Warner land line 105 feet; runs thence North 7 degrees 30 minutes East 295 feet along the M.E. Warner land line and a dividing line between Lots 5 and 6 to the point and place of Beginning, and being known as **5417 Tryon Road, Raleigh, North Carolina**; said property being acquired by grantor by instrument recorded in Book 009078, Pages 01748 - 01752, Wake County Registry.

Wake County PIN 0772-96-7543, Wake County REID 0090507, and street address of 5501 Tryon Road, Raleigh, NC 27606; (described as Tract 2 in DB 14921, PG 2352-2356, WCR)

TRACT 2: *Parcel ID # 0090507.* BEGINNING at a point on the South side of Tryon Road (formerly Holly Springs Road), said point being located 420 feet South 82 degrees 30 minutes East from the Southeast intersection of said Road and the Yates Mill Road; running thence South 82 degrees 30 minutes East 105 feet along the South side of said Tryon Road to a corner with Lot #6; running thence South 7 degrees 30 minutes West along the dividing line between Lots #5 and 6, 210 feet to a point; running thence along the South line of Lot #5 North 82 degrees 30 minutes West 105 feet to a corner with Lot #4; running thence along the dividing line between Lots #4 and 5, North 7 degrees 30 minutes East 210 feet to the point and place of Beginning, and being all of Lot #5 of the Property of M.E. Warner, according to a map by Ernest L. Culbreth, dated February 24, 1953; said property being commonly known as **5501 Tryon Road** and said property being acquired by grantor by instrument recorded in Book 009078, Pages 01748 - 01752, Wake County Registry.

Wake County PIN 0772-96-6541, Wake County REID 0015062, and street address of 5505 Tryon Road, Raleigh, NC 27606; (described as Tract 3 in DB 14921, PG 2352-2356, WCR)

TRACT 3: *Parcel ID #0015062.* BEGINNING at a point on the South side of Tryon Road (formerly Holly Springs Road), said point being located 315 feet South 82 degrees 30 minutes East from the Southwest intersection of said Road and the Yates Mill Road; running thence South 82 degrees 30 minutes East 105 feet along the South side of said Tryon Road to a corner with Lot #5; running thence South 7 degrees 30 minutes West along the dividing line between Lots #4 and 5, 210 feet to a common corner between Lots #4 and 5; running thence along the South line of Lot #4 North 82 degrees 30 minutes West 105 feet to a corner with Lot #3; running thence North 7 degrees 30 minutes East along the dividing line between Lots #3 and 4, 210 feet to the point of Beginning, and being all of Lot #4 of the property of M.E. Warner according to a map by Ernest L. Culbreth dated February 14, 1953; said property being commonly known as **5505 Tryon Road** and said property being acquired by grantor by instrument recorded in Book 009078, Pages 01748 - 01752, Wake County Registry.

Wake County PIN 0772-96-5449, Wake County REID 0031114, and street address of 5509 Tryon Road, Raleigh, NC 27606; (described as Tract 4 in DB 14921, PG 2352-2356, WCR)

TRACT 4: Parcel ID #0031114. BEGINNING at a point on the South side of Tryon Road (formerly Holly Springs Road), said point being located 210 feet South 82 degrees 30 minutes East from the Southeast intersection of said Road and the Yates Mill Road; running thence South 82 degrees 30 minutes East 105 feet along the South side of said Tryon Road to a corner with Lot #4; running thence South 7 degrees 30 minutes West along the dividing line between Lots #3 and 4, 210 feet to a common corner between Lots #3 and 4; running thence along the South line of Lot #3 North 82 degrees 30 minutes West 105 feet to a corner with Lot #2; running thence North 7 degrees 30 minutes East along the dividing line between Lots #2 and 3, 210 feet to the point and place of Beginning, and being all of Lot #3 of the Property of M.E. Warner according to a map by Ernest L. Culbreth dated February 14, 1953; said property being commonly known as **5509 Tryon Road**, and said property being acquired by grantor by instrument recorded in Book 009078, Pages 01748 - 01752, Wake County Registry.

Wake County PIN 0772-96-3486, Wake County REID 0030973, and street address of 5517 Tryon Road, Raleigh, NC 27606; (described as Tract 6 in DB 14921, PG 2352-2356, WCR)

TRACT 6: Parcel ID #0030973. BEGINNING at iron stake in the extension of the southern line of Holly Springs Road, said iron being located South 83 degrees 30' West 655 feet from the intersection of the southern line of Holly Springs Road and the eastern line of Yates Mill Road; runs thence with the southern line of Holly Springs Road North 83 degrees 30' East 210 feet to an iron stake, a common corner of Lots 2 and 3; runs thence with the dividing line of Lots 2 and 3, South 08 degrees 18' West 210 feet to an iron stake in a northern line of land now or formerly owned by M.E. Warner, a common corner of Lots 2 and 3; runs thence with said northern line of M.E. Warner South 83 degrees 30' West 210 feet to an iron stake in Yates Mill Road; runs thence North 08 degrees 18' East 210 feet to the point and place of BEGINNING, and being Lots 1 and 2, according to a plat of property of Mrs. Annie Lou B. Hillard and husband, S.C. Township, Wake County, NC made by Sam Powell, Registered Surveyor, Dated October 14, 1963 and as shown on map of the same recorded in the Register of Deeds Office for Wake County, North Carolina, in map book 2815, Page 322, and being known as **5517 Tryon Road**, Raleigh, North Carolina; said property being acquired by grantor by instrument recorded in Book 014348, Pages 02775 - 02727, Wake County Registry.

and,

Wake County PIN 0772-95-6565, Wake County REID 0073460, and street address of 6200 Yates Mill Pond Road, Raleigh, NC 27606 (described as Tract 8 in DB 14921, PG 2352-2356, WCR)

TRACT 8: Parcel ID #0073460. BEGINNING at an existing iron pipe in the northeastern right of way line of Yates Mill Pond Road, State Road 1382, corner of Mildred Butler; runs thence along the line of Butler and Luther D. Warner North 81 degrees 13 minutes 27 seconds East 402.91 feet to an existing iron pipe; runs thence along the line of Woodall South 03 degrees 07 minutes 12 seconds West 172.58 feet to an axle; runs thence North 85 degrees 15 minutes 12 seconds West 172.58 feet to an axle; runs thence North 85 degrees 15 minutes 38 seconds West 332.04 feet to an iron pipe set in the northeastern line of Yates Mill Pond Road; runs thence along the right of way of Yates Mill Pond Road North 34 degrees 45 minutes 39 seconds West 101.54 feet to an existing iron pipe, the point and place of Beginning containing 1.08 acres, according to survey and plat prepared by Herbert H. Proctor, Jr., dated June 27, 2006, and as shown on map of the same recorded in the Register of Deeds Office for Wake County, North Carolina, in map book 12041, Page 32018, and being known as **6200 Yates Mill Pond Road**, Raleigh, North Carolina; said property being acquired by grantor by instrument recorded in Book 013836, Pages 02372 - 02374, Wake County Registry.

The exact dimensions and description of the Property will be determined in accordance with the Survey/Subdivision/Recombination Plat, but Seller and Buyer agree that the description of the Property set forth above shall be deemed sufficient to describe the Property to be conveyed, and Seller and Buyer each hereby waives any defense to enforcement of this contract based on vagueness of the description of the Property. The legal description of the Property to be conveyed by deed to Buyer shall be drawn from the Survey/Subdivision/Recombination Plat.

Exhibit "B"

Wake County GIS Aerial Photos of Subject Property:

Assemblage contains ± 4.03 Acres

Tract Numbers taken from legal description in DB 14921, PG 2352-2356, WCR

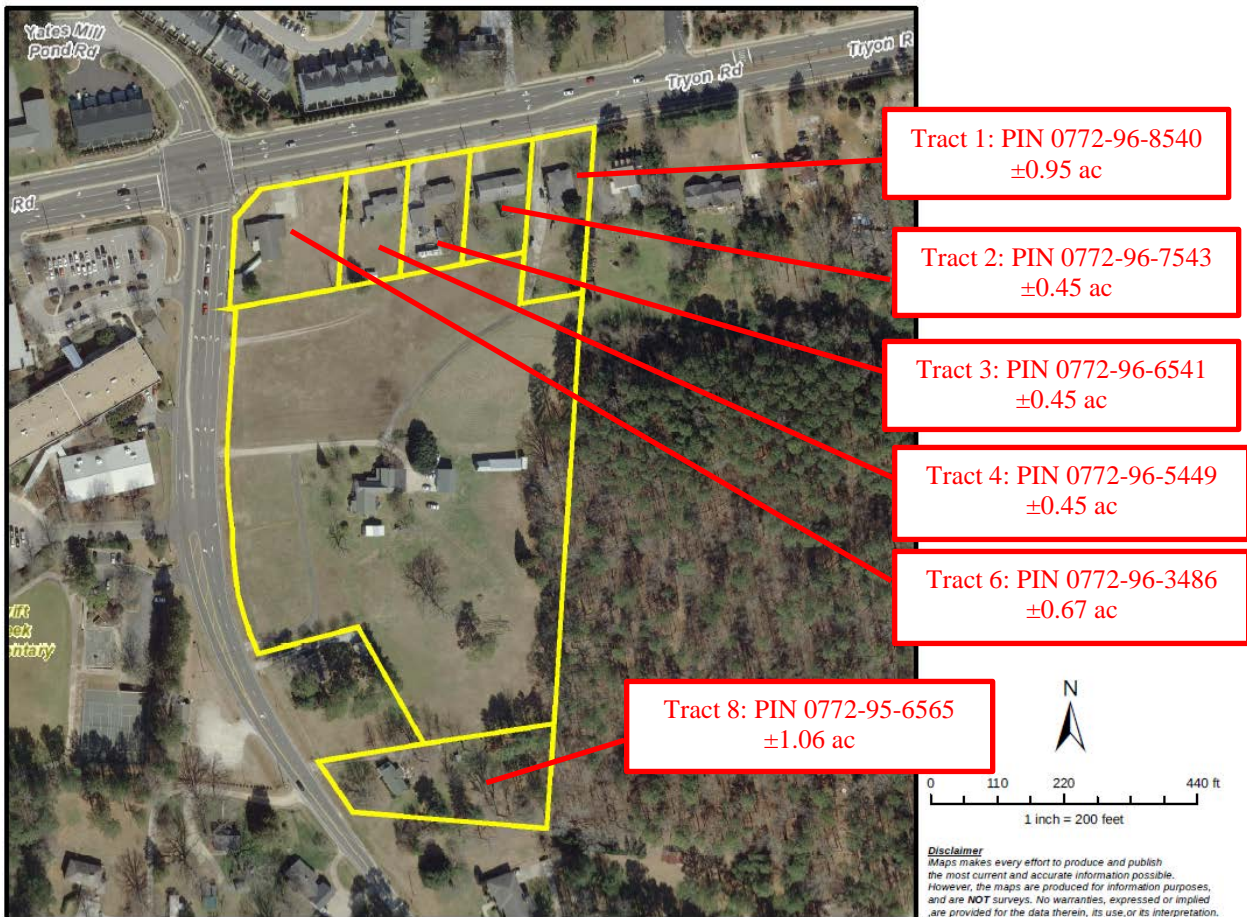


Exhibit "C"

Wake County GIS Aerial Photo of Subject Property Total Assemblage:

Total Assemblage contains ± 30.42 Acres

Tract Number 1 (9.56 acres)

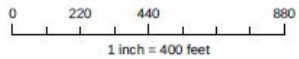
Tract Numbers 2-7 (4.03 acres)

Tract 8 (0.83)

Tract 9 (± 16.00 acres)



Total Assemblage - Yates Mill Pond Rd



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 Maps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.