

**BK: R 8893**  
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 ASSISTANT-GB  
 BY: CINDY L BENNETT

2024058483  
**GUILFORD COUNTY, NC**  
 JEFF L. THIGPEN  
 REGISTER OF DEEDS

NC FEE \$26.00  
 STATE OF NC  
 REAL ESTATE  
 EXT X \$17507.00

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$17,507.00 1R6BNC02

Parcel Identifier No. 160244 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 2024  
 By: \_\_\_\_\_

Mail/Return to: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., 2049 Century Park East, Suite 300, Los Angeles, CA 90067, Attn: Erin Natter

This instrument was prepared by: Benjamin Gourley, Esq., Troutman Pepper Hamilton Sanders LLP

Brief description for the Index: 108 Oakdale Road, Jamestown, NC 27282

THIS SPECIAL WARRANTY DEED (this "Deed") made this 20 day of December, 2024 (the "Effective Date"), by and between

GRANTOR	GRANTEE
<p><b>UNIVAR SOLUTIONS USA LLC,</b>                      a Washington limited liability company,                      successor by conversion to Univar Solutions USA Inc.; successor by name change to Univar USA Inc.; and successor by merger to Chemcentral Corporation and Chemcentral Atlantic Corporation</p> <p>3075 Highland Parkway                      Suite 200                      Downers Grove, IL 60515</p>	<p><b>FNLR COMPOUNDS MATTER TOO LLC,</b>                      a Delaware limited liability company</p> <p>c/o Fortress Investment Group                      1345 Avenue of the Americas, 46th Floor,                      New York, NY 10105</p>

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 of its right, title and interest in and to the following described real property situated in Guilford County, North Carolina (the "**Property**"):

See **EXHIBIT "A"** attached hereto and incorporated herein by reference for a description of the Property.

None of the Property conveyed herein includes the primary residence of a Grantor.

The Property was acquired by Grantor by instrument recorded in Book 6116 at Page 1795 in the Guilford County Register of Deeds Office.

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 is seized of the premises in fee simple, has the right to convey the same in fee simple, has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, subject only to real property taxes and assessments for the current year that are not yet due and payable, all matters of record insofar as they may lawfully affect the Property, and all facts that an accurate survey of the Property may disclose.

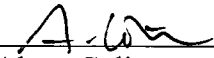
Grantor hereby grants the Property to Grantee subject to the covenants and restrictions set forth on **EXHIBIT "B"** attached hereto and incorporated by reference.

[Signature on following page]

**IN WITNESS WHEREOF**, Grantor has caused its duly authorized representative to execute, seal and deliver this Deed, effective as of the Effective Date.

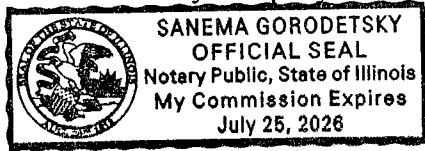
**GRANTOR:**

**UNIVAR SOLUTIONS USA LLC,**  
a Washington limited liability company

By:   
Name: Alexa Colin  
Title: Senior Vice President, General Counsel  
and Secretary

STATE OF ILLINOIS  
COUNTY OF DUPAGE

This instrument was acknowledged before me on December 11, 2024, by Alexa Colin, as Senior Vice President, General Counsel and Secretary of **UNIVAR SOLUTIONS USA LLC**, a Washington limited liability company.



(seal)

  
Signature of Notary Public

**EXHIBIT "A"****LEGAL DESCRIPTION OF THE PROPERTY**

## PARCEL 1:

A TRACT OR PARCEL OF LAND IN THE COUNTY OF GUILFORD AND STATE OF NORTH CAROLINA IN JAMESTOWN TOWNSHIP, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT, A CORNER OF HIGHLAND CONTAINER COMPANY, INC., THENCE ALONG THE LINE OF HIGHLAND CONTAINER, NORTH FOURTEEN DEGREES, TWENTY-ONE MINUTES AND TWENTY SECONDS EAST. (N. 14 DEG. 21 MIN. 20 SEC. EAST), FIVE HUNDRED AND FIVE AND FIVE-HUNDREDTHS FEET, 505.05, TO AN IRON STAKE ON THE SOUTHERN RAILWAY RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LINE OF HIGHLAND CONTAINER COMPANY NORTH 14 DEG. 21 MIN. 20 SEC. EAST, 154.68 FEET, TO A RAIL IN THE CENTER LINE OF THE SOUTHBOUND TRACK, HIGHLAND CONTAINER COMPANY'S CORNER, THENCE ALONG THE CENTER LINE OF SAID TRACK, NORTH 61 DEG. 17 MIN. EAST, 19.22 FT. TO A RAIL, THENCE SOUTH 28 DEG. 43 MIN. EAST, 113.00 FT. TO AN IRON STAKE ON THE RIGHT-OF-WAY OF SAID RAILWAY; THENCE SOUTH 47 DEG. 54 MIN. EAST, 148.23 FEET TO AN IRON STAKE, A NEW CORNER; THENCE SOUTH 61 DEG. 06 MIN. 50 SEC. EAST, 305.13 FT. TO A CONCRETE MONUMENT, A NEW CORNER; THENCE SOUTH 18 DEG. 16 MIN. 30 SEC. WEST, 437.18 FT. TO A CONCRETE MONUMENT, A NEW CORNER; THENCE NORTH 76 DEG. 43 MIN. WEST, 488.32 FT. TO A CONCRETE MONUMENT, THE POINT AND PLACE OF BEGINNING AS TAKEN FROM A SURVEY PREPARED BY WM. F. FREEMAN, INC., ENGINEERS AND ARCHITECTS, DATED APRIL 4, 1956, JOB NO. B-1734.

TOGETHER WITH A PERPETUAL EASEMENT AND RIGHT-OF-WAY IN AND OVER A STRIP OF LAND BEING 20 FT. IN WIDTH, EXTENDING 10 FT, ON EITHER SIDE OF THE CENTER LINE THEREOF, FOR PURPOSES OF INGRESS, EGRESS AND EGRESS, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE IN THE EASTERN LINE OF THE ABOVE-DESCRIBED TRACT, AND LOCATED SOUTH 28 DEG. 43' E. 113.0 FT. FROM THE CENTER LINE OF THE SOUTHERN RAILWAY SOUTHBOUND TRACK, THE NORTHEAST CORNER OF THE ABOVE TRACT; THENCE FROM SAID BEGINNING POINT, NORTH 61°17' EAST ALONG THE RIGHT-OF-WAY LINE OF SAID RAILROAD 275 FEET, MORE OR LESS, TO A STAKE IN THE WESTERN MARGIN OF OAKDALE ROAD; THENCE S. 43 DEG. 43 MIN. 10 SEC. EAST 21.5 FT., MORE OR LESS, TO A STAKE IN SAID WESTERN MARGIN OF OAKDALE ROAD; THENCE PARALLEL WITH THE LINE OF SAID RAILROAD RIGHT-OF-WAY, SOUTH 61°17' WEST 280 FEET, MORE OR LESS, TO A STAKE IN THE EASTERN LINE OF SAID TRACT ABOVE-DESCRIBED; THENCE WITH SAID EASTERN LINE, NORTH 47 DEG. 54 MIN. WEST 21.5 FEET, MORE OR LESS TO THE BEGINNING.

## PARCEL 2:

BEGINNING AT A FOUND IRON PIPE, SAID PIPE BEING THE NORTHEASTERN MOST CORNER OF THE CHEMCENTRAL CORP PROPERTY AS FOUND IN DEED BOOK 4760 PAGE 2128 OF THE GUILFORD COUNTY REGISTRY, SAID PIPE BEING LOCATED ON THE SOUTHERN MARGIN OF THE RIGHT-OF-WAY OF OAKDALE ROAD, THENCE LEAVING THE POINT OF BEGINNING AND RUNNING WITH THE MARGIN OF THE RIGHT-OF-WAY OF OAKDALE ROAD SOUTH 63 DEGREES 00 MINUTES 10 SECONDS EAST A DISTANCE OF 69.95 FEET TO A FOUND IRON STAKE, THE NORTHWESTERN CORNER OF THE RAGSDALE BROTHERS LLC PROPERTY AS FOUND IN DEED BOOK 6557 PAGE 2076 OF THE AFORESAID REGISTRY' THENCE LEAVING THE RIGHT-OF-WAY AND RUNNING WITH THE RAGSDALE BROTHERS LLC PROPERTY SOUTH 26 DEGREES 59 MINUTES 42 SECONDS WEST A DISTANCE OF 100.05 FEET TO A FOUND IRON STAKE; THENCE SOUTH 63 DEGREES 00 MINUTES 49 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 27 DEGREES 01 MINUTES 42 SECONDS WEST A DISTANCE OF 101.00 FEET TO A FOUND IRON PIPE, SOUTHWESTERN CORNER OF THE SAID RAGSDALE BROTHERS LLC PROPERTY, BEING A POINT ON THE LINE OF THE ANDY GUS PROPERTY AS FOUND IN DEED BOOK 6141 PAGE 1837 OF THE AFOREMENTIONED REGISTRY; THENCE RUNNING WITH THE SAID GUS LINE NORTH 62 DEGREES 52 MINUTES 42 SECONDS WEST A DISTANCE OF 37.60 FEET TO A FOUND REBAR, NORTHERNMOST CORNER OF THE GUS PROPERTY, POINT ALSO BEING A CORNER OF THE CHEMCENTRAL CORP PROPERTY PREVIOUSLY REFERENCED; THENCE RUNNING WITH THE CHEMCENTRAL CORP PROPERTY THE FOLLOWING TWO COURSES: 1) NORTH 62 DEGREES 59 MINUTES 37 SECONDS WEST A DISTANCE OF 62.31 FEET TO A FOUND IRON PIPE, 2) NORTH 27 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 200.96 FEET TO THE POINT OF BEGINNING. CONTAINING 17,084.6497 SQUARE FEET OR 0.3922 ACRES MORE OR LESS.

## PARCEL 3:

BEGINNING AT A NEW IRON PIN ON THE SOUTHWEST SIDE OF OAKDALE ROAD, THE NORTHWEST CORNER OF T. D. BUTLER HEIRS (DEED BOOK 995, PAGE 11); RUNNING THENCE ALONG THE LINE OF THE BUTLER HEIRS SOUTH 26 DEGREES 47 MINUTES 08 SECONDS WEST 193.51 FEET TO AN ESTABLISHED IRON PIN; RUNNING THENCE SOUTH 63 DEGREES 13 MINUTES 19 SECONDS EAST 62.29 FEET TO A NEW IRON PIN; RUNNING THENCE SOUTH 26 DEGREES 46 MINUTES 41 SECONDS WEST 31.28 FEET TO A CONCRETE MONUMENT FOUND, A PRESENT CORNER OF THE GRANTEE; RUNNING THENCE ALONG THE LINE OF THE GRANTEE NORTH 63 DEGREES 27 MINUTES 25 SECONDS WEST 305.23 FEET TO A NEW IRON PIN; CONTINUING THENCE ALONG THE PRESENT LINE OF THE GRANTEE NORTH 50 DEGREES 14 MINUTES 35 SECONDS WEST 148.23 FEET TO A PK NAIL SET IN THE SOUTH RIGHT OF WAY LINE OF SOUTHERN RAILWAY; RUNNING THENCE ALONG

THE SOUTH RIGHT OF WAY LINE OF SOUTHERN RAILWAY NORTH 59 DEGREES 22 MINUTES 24 SECONDS EAST 279.51 FEET TO A NEW IRON PIN IN THE SOUTHWEST RIGHT OF WAY LINE OF OAKDALE ROAD; RUNNING THENCE ALONG THE SOUTHWEST RIGHT OF WAY LINE OF OAKDALE ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 46 DEGREES 35 MINUTES 35 SECONDS EAST 79.11 FEET; SOUTH 51 DEGREES 23 MINUTES 11 SECONDS EAST 54.89 FEET; AND SOUTH 58 DEGREES 04 MINUTES 20 SECONDS EAST 109.30 FEET TO THE POINT AND PLACE OF BEGINNING.

THE SAME CONTAINING 1.83 ACRES AS SHOWN ON SURVEY BY JAMESTOWN ENGINEERING GROUP, INC., ENTITLED, "SURVEY FOR CHEM CENTRAL", DATED AUGUST 21, 1998, JOB NO. 98145. THIS CONVEYANCE IS MADE SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIONS OF RECORD AND SPECIFICALLY A 20' ACCESS EASEMENT, WATER AND SEWER EASEMENT AND THE RAILROAD SPUR LINE, ALL OF WHICH IS SHOWN ON THE ABOVE REFERENCED SURVEY.

**EXHIBIT "B"****PROPERTY COVENANTS AND RESTRICTIONS**

The burdens of the following covenants and restrictions shall apply to the entire Property (or any portion thereof):

1. Grantee covenants and agrees that it shall not use or improve, and it shall include the following covenants and restrictions in any future deed, conveyance or assignment of the Property preventing any subsequent purchaser or assignee of the Property (or any portion thereof), from using or improving the Property (or any portion thereof) for the following uses:
  - a. Any residential use, including, but not limited to, multi-family residential use, the construction of, or use of, any building or structure as a permanent or temporary residential dwelling, or any residential development or any residential use on any level of any building;
  - b. Schools, parks, playgrounds, eldercare or daycare centers, a place of worship, healthcare or convalescent care center and/or facility; and
  - c. The installation or use of any water well or other tank, pump or related equipment for the use or storage of water for any purpose, except for any groundwater monitoring well(s) and/or groundwater recovery well(s).
2. GRANTEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO MAKE FULL AND COMPLETE INSPECTIONS OF THE PROPERTY TO GRANTEE'S SATISFACTION PRIOR TO THE DATE HEREOF AND THAT, AS OF THE DATE HEREOF, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATIONS OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. IT IS THE UNDERSTANDING AND INTENTION OF THE PARTIES THAT THE SALE OF THE PROPERTY FROM GRANTOR TO GRANTEE IS MADE ON A STRICT "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR PRESENT OR FUTURE CONDITION OF THE PROPERTY, (B) THE COMPLIANCE OF, OR BY, THE PROPERTY WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL ENTITY, (C) THE LIABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, INCLUDING WITHOUT LIMITATION THE PERSONAL PROPERTY LOCATED THEREON (IF ANY), OR (D) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE IS

RELYING, HAS RELIED AND SHALL IN THE FUTURE RELY SOLELY UPON ITS OWN INVESTIGATIONS, INSPECTIONS AND STUDIES OF THE PROPERTY, AND NOT ON ANY INFORMATION PROVIDED GRANTOR. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY AGENT, EMPLOYEE, BROKER OR SALESPERSON. GRANTEE ACKNOWLEDGES THAT THE CONSIDERATION HAS BEEN SPECIFICALLY NEGOTIATED AND ADJUSTED TO TAKE INTO ACCOUNT THE AS-IS NATURE OF THIS SALE AND THE DISCLAIMERS AND WAIVER OF REPRESENTATIONS AND WARRANTIES AS STATED HEREIN. NOTWITHSTANDING THE FOREGOING, THE PROVISIONS OF THIS SECTION 2 DO NOT RELIEVE OR DISCHARGE GRANTOR FROM THE EXPRESS DUTIES, LIABILITIES AND OBLIGATIONS OF GRANTOR UNDER THE REMEDIATION AND ACCESS AGREEMENT, AS HEREINAFTER DEFINED.

3. Grantee hereby releases, remises, acquits and forever discharges Grantor and Grantor Parties from and against any and all claims, causes of actions, suits, legal or administrative orders or proceedings, demands, damages, punitive damages, losses, costs, liabilities and expenses, whether known or unknown, and further arising out of or in any way relating to the following (collectively the "Liabilities"): (i) the physical condition of the Property, (ii) violations of any applicable statutes or laws with regard to the Property; and (iii) any and all other matters regarding the Property, in each case whether existing prior to or after the transfer of the Property; provided, that nothing herein shall release Grantor from any Liabilities of Grantor arising from Remediation and Access Agreement. Grantee further agrees and acknowledges that, in giving the foregoing waivers and releases, it has with its legal counsel, considered any statute or other law that might apply to and limit the effect of Grantee's waiver and release herein and hereby knowingly, to the extent permitted by applicable law, waives the benefits of any such law and intends that it not be applicable here.

The foregoing release shall be excepted only as necessary to enforce original Grantor's obligations under the Remediation and Access Agreement by and between original Grantor and original Grantee, dated on the date hereof, and recorded concurrently herewith (the "Remediation and Access Agreement"), including, without limitation, the indemnification therein.

4. Grantee hereby acknowledges that the terms, conditions and duration of the foregoing covenants and restrictions are fair and reasonable. Grantee hereby agrees that, in the event the foregoing covenants and restrictions are violated, Grantor, and/or its successors and assigns (i) may elect to enforce the foregoing covenants and restrictions by an action in equity to obtain an injunction against any violation of the foregoing covenants and restrictions, and (ii) may pursue any other remedy available at law or in equity for any breach of the foregoing covenants and restrictions.

Grantor and Grantee intend and agree that the covenants and restrictions contained in this Deed, including, without limitation this Exhibit B, shall run with the land and last in perpetuity. The benefits and burdens of the covenants and restrictions shall inure to the benefit of each party hereto and such party's successors and assigns. The burdens of the covenants and restrictions shall apply to the entire Property, shall pass with each and every portion of the Property, and shall apply to and bind Grantee and each successor grantee and all subsequent owners of any portions of the Property. Grantee agrees to and shall include the foregoing covenants and restrictions contained in this Deed in any and all conveyance or assignment of the Property (or any portion thereof) to a successor grantee and, as a condition of any conveyance of any interest in the Property (or any portion thereof). All reference to Grantee contained in this Exhibit B shall include any and all of Grantee's successors, assigns, transferees, lessees and subsequent owners-in-interest of the Property (or any portion thereof).

All purchasers, lessees, and possessors of all or any portion of the Property shall be deemed by their purchase, leasing, or possession of the Property (or any portion thereof) to have agreed to the foregoing covenants and restrictions. Grantee's acceptance of the Deed to the Property evidences Grantee's acceptance of, and agreement to, the foregoing covenants and restrictions, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the foregoing covenants and restrictions. Any failure to enforce any breach of the foregoing covenants and restrictions shall not constitute a waiver of the foregoing covenants and restrictions, or of any subsequent breach thereof, or any remedy that may be exercised for breach thereof. Any waiver of any breach of the foregoing covenants and restrictions shall not constitute a waiver of any subsequent breach thereof, or of any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the foregoing covenants and restrictions shall not preclude the exercise of any other remedy for any breach of the foregoing covenants and restrictions.

This Exhibit B shall be governed by and interpreted in accordance with the laws of New York.

In the event any Grantor is successful in enforcing any of its rights or benefits relating to the foregoing covenants and restrictions contained in this Deed, then such Grantor shall be entitled to reimbursement of all costs, fees and expenses (including, without limitation, reasonable attorneys' fees) from the party such covenants and restrictions were enforced against.