





R05507-002-074-000

Situs : 5006 RANDALL PKY

Land Use: Office and Professional

Card: 1 of 1

Printed: 12/17/20

**Ownership & Legal Description:**

R&C PROPERTIES OF WILMINGTON LLC  
 PO BOX 4741  
 WILMINGTON NC 28406-1741

Legal: (0.42ACRES) SEC C 11 COLLEGE PARK

Alternate Id: 313712.86.7998.000  
 District: CHC06  
 Nbhd: CHC06  
 Living Units: CHC0-6 036  
 Routing No. CHC0-6 036  
 Class: COM

Book/Page: 5700/2622

**Property Description**

Restr 1/2/3:  
 Topo 1/2/3: Level With Street  
 Utilities 1/2/3: Water/Sewer, Public  
 Road 1/2: Secondary Artery  
 Zoning: OFFICE & INSTITUTION (GENERAL)

Traffic: Heavy  
 Fronting:  
 Location:  
 Spot Loc:



**Land Information**

Code	Type	Size	Infl. Factors	Base Rate	Incr/Decr	Value
Ofc & Institu	SF	18,730		6.30	3.00	163,874

Total Acres: .43

**Assessment Information**

	Assessed	Appraised	Cost	Income	Market
Land	163,900	163,900	163,900		0
Building	547,500	547,500	547,500		0
<b>Total</b>	<b>711,400</b>	<b>711,400</b>	<b>711,400</b>		<b>0</b>

Exempt Code  
 Exempt Amount  
 Class COM

**Entrance Information**

Date	ID	Entry Code	Source
06/22/98	DC		
10/23/06	TN	Drive By	Appraiser
08/26/08	JT	Reviewer	Appraiser
03/13/09	BL	Entrance Gained Info Received	Appraiser
11/24/09	JT	Drive By	Appraiser

**Permit Information**

Date	Number	Price Purpose	Notes	% Complete

**Sales/Ownership History**

Transfer Date	Price	Type	Validity
04/09/13		Improved	Unqualified
12/31/12	570,000	Improved	Bank Post Foreclosure
08/29/12	485,000	Improved	Unqualified
03/30/11	20,500	Improved	Unqualified
10/05/07		Improved	Unqualified
07/21/06	275,000	Vacant	Qualified
05/16/00	170,000	Vacant	Unqualified
05/05/97		Vacant	Qualified
02/22/96		Vacant	Unqualified
02/22/96		Vacant	Unqualified

**Deed Book/Page Deed Type Grantee**

5726/1591	Easement	PROGRESS ENERGY CAROLINAS
5700/2622	Special Warranty	R&C PROPERTIES OF WILMINGTON LLC
5667/0764	Trustee'S Deed	BANK OF THE OZARKS
5554/1839	Easement	WILMINGTON CITY OF
5238/2598	Easement	HOUSEWRIGHT INC
5054/2515	Warranty Deed	CR ROGERS & SONS INC
2748/0436	Quit Claim Deed	DAVIS RONALD W
2176/0576	Warranty Deed	DAVIS RONALD W CRYSTAL J
9802/2296	Marriage	BURNETT CAROLYN D (PRINCE)
98CV/D317	Judgment	PRINCE CAROLYN D

Inspection Witnessed By

R05507-002-074-000

Site : 5006 RANDALL PKY

Land Use: Office and Professional

Card: 1 of 1

Printed: 12/17/20

**Building Information**

Year Built/Year 2007 /  
 Building # 1  
 Structure Type Office Building Low I  
 Identical Units 5  
 Total Units 5  
 Grade B+  
 # Covered Parking  
 # Uncovered Parking DBA

**Building Other Features**

Line Type	+	-	Meas1	Meas2	# Stops	Ident Units	Line Type	+	-	Meas1	Meas2	# Stops	Ident Units
2 Open Porch			55	1	1	1	Masonry Stoop			48	1	1	1
2 Open Porch			11	1	1	1							

**Interior/Exterior Information**

Line From	To	Int	Fin	Blt	Area	Perim	Use Type	Wall Ht	Ext Wall	Constr	Part	Heating	Cooling	Plumb	Phy Fun	%Good	%Comp	RCNLD	BLFCT	ADJRCNLD
1	01	01	100	2008	2,595	210	Office And Pr	10	Brick VenetWood	Siding(Normal		Hot Air	Central	Normal	G A	93		278,203	1	278,203
2	02	02	100	2008	2,358	246	Office And Pr	10	Brick VenetWood	Siding(Normal		Hot Air	Central	Normal	G A	93		257,914	1	257,914

**Outbuilding Data**

Line Type	Yr Blt	Eff Yr	Yr Remd	W x L	Area	Grd Units	Mod Cd	Rate	Ovr Rt	RCN	Phy Fun	%Comp	%Gd	Tble	%Gd	Fundep	EcoDep	AdjFact	Value
1	Pvmf/Asp	2007	2007	x	8,100	C	1	2.80		22,680								1	11,340





PARID: R05507-002-074-000

R&C PROPERTIES OF WILMINGTON LLC

5006 RANDALL PKY

Parcel

Alt ID	313712.86.7998.000
Address	5006 RANDALL PKY
Unit	
City	WILMINGTON
Zip Code	-
Neighborhood	CHC06
Class	COM-Commercial
Land Use Code	730-Office and Professional
Living Units	
Acres	.42
Zoning	O&I-1-OFFICE & INSTITUTION (GENERAL)

Legal

Legal Description	(0.42ACRES) SEC C 11 COLLEGE PARK
Tax District	WM

Owners (On January1st)

Owner	R&C PROPERTIES OF WILMINGTON LLC
City	WILMINGTON
State	NC
Country	
Zip	28406

THE DATA IS FROM 2020





4  
24  
114026



FOR REGISTRATION REGISTER OF DEEDS  
TAMMY THEUSCH BEASLEY  
NEW HANOVER COUNTY, NC  
2012 DEC 31 03:34:58 PM  
BK:5700 PG:2622-2626 FEE:\$26.00  
NC REV STAMP:\$1,140.00  
INSTRUMENT # 2012045575

STATE OF NORTH CAROLINA

SPECIAL WARRANTY DEED

COUNTY OF NEW HANOVER

Excise Tax: \$ 1,140<sup>00</sup>  
Tax Parcel Number: R05507-002-074-000

Prepared (without title search) by and return to:

Bank of the Ozarks  
17901 Chenal Parkway  
Little Rock, AR 72223

BAILEY + BUSBY

THIS DEED, made this the 31<sup>st</sup> day of December, 2012, by and between

GRANTOR: **BANK OF THE OZARKS**, a banking corporation organized and existing  
under the laws of the State of Arkansas  
17901 Chenal Parkway  
Little Rock, AR 72223

GRANTEE: **R&C PROPERTIES OF WILMINGTON, LLC**  
PO Box 4741  
Wilmington, NC 28406

**WITNESSETH:**

In exchange for good and valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells, and conveys unto Grantee in fee simple, subject to the exceptions and reservations hereinafter provided, if any, the following described property, located in New Hanover County, North Carolina and more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (collectively referred to hereinafter as the "Property"). The Property does not include the primary residence of Grantor.

Grantee has fully examined and inspected the Property, and Grantor is conveying the Property in its existing condition with no representations or warranties of any kind with regard to its condition. Grantor is conveying the Property "as is, where is, and with all faults," and Grantee assumes all responsibility for the Property.


This conveyance is subject to all real estate ad valorem taxes and governmental assessments, all matters of record, all matters as would be revealed by a current and accurate survey of the Property herein conveyed, and all matters accruing prior to the date of acquisition of the Property by Grantor.

**TO HAVE AND TO HOLD** the Property unto Grantee, and unto Grantee's heirs, personal representatives, and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging, and, subject to the terms, covenants, conditions, restrictions, and provisions contained herein, and in lieu of all other warranties, express or implied, Grantor hereby covenants with Grantee that Grantor will forever warrant and defend the title to the Property against all lawful claims and encumbrances done or suffered by or through Grantor, but against none other whatsoever.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context. The conditions, covenants, restrictions, and other provisions set out hereinabove shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument effective as of the 31<sup>st</sup> day of December, 2012.

**BANK OF THE OZARKS, an Arkansas  
banking corporation**

  
Name: RYAN TANNER  
Title: SVP

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I certify that Ryan Tanner, in his capacity as SVP for Bank of the Ozarks, personally appeared before me this day, and acknowledging to me that he signed the foregoing document in the capacity indicated and for the purposes set forth hereinabove.

Date: December 31<sup>st</sup>, 2012

Ellen Hopp

Ellen Hopp, Notary Public  
Notary's Printed Name

(Official Seal)

My commission expires: 5-31-15

ELLEN HOPP  
NOTARY PUBLIC  
NEW HANOVER COUNTY, N.C.  
My Commission Expires 5-31-2015.

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**EXHIBIT A**  
**DESCRIPTION ATTACHMENT TO DEED FROM BANK OF THE OZARKS TO**  
**R&C PROPERTIES OF WILMINGTON, LLC**

**5006 Randall Parkway, Wilmington**

**BEGINNING** at an iron pipe in the southern line of a tract conveyed to J.H. Fussell, Jr. and wife by deed recorded in Book 528 at page 574, New Hanover County, said pipe being located South 66° 58' East 926.9 feet from an iron pipe in the southwest corner of the aforementioned tract; then running North 23° 2' East 200 feet to an iron pipe in the southern line or Randall Drive; then South 66° 58' East with the southern line of Randall Drive 100 feet to an iron pipe; then South 23° 2' West 200 feet to and iron pipe in the southern line of the Fussell tract; then North 66° 58' West 100 feet to the POINT OF BEGINNING, being a portion of the aforementioned J.H. Fussell, Jr. tract and also being Lot 11 of College Park Subdivision, Section C, according to plat of said subdivision by M. H. Loughlin, Surveyor, and having an address of 5006 Randall Drive, Wilmington, and further being the property conveyed to Bank of The Ozarks by deed recorded in Book 5667 at page 764, New Hanover County.

**LESS AND EXCEPT** the parcel consisting of 1,362 square feet, more or less, conveyed to the City of Wilmington by deed recorded in Book 5554 at page 1839. [Randall Parkway Right of Way]

**SUBJECT** to the provisions of the Deed of Cross Access Easement and Agreement recorded in Book 5238 at page 2598.

520



FOR REGISTRATION REGISTER OF DEEDS  
REBECCA P. SMITH  
NEW HANOVER COUNTY, NC  
2007 OCT 05 11:44:04 AM  
BK:5238 PG:2598-2603 FEE:\$26.00

INSTRUMENT # 2007049269

(Excise Tax) Recording time, Book and Page

Tax Parcel No. R05507-002-075-000 and R05507-002-074-000

Prepared By: Allen, MacDonald & Davis, PLLC  
1508 Military Cutoff Road, Suite 102  
Wilmington, North Carolina 28403

After recording mail to: Baldwin Construction, Inc.  
PO Box 7594  
Wilmington, NC 28406  
*GRANTEE'S ADDRESS*

\*\*\*\*\*

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DEED OF CROSS ACCESS  
EASEMENT AND AGREEMENT

THIS DEED OF CROSS EASEMENT AND AGREEMENT is entered into this 1st day of October, 2007, by and between C.R. ROGERS & SONS, INC., a North Carolina corporation, (hereinafter referred to as "C.R. Rogers"), and HOUSEWRIGHT, INC., a North Carolina corporation, (hereinafter referred to as "Housewright").

WITNESSETH

WHEREAS, C.R. Rogers is the owner of land which is described in Book 5054 at Page 2515 of the New Hanover County Registry; and,

WHEREAS, Housewright is the owner of land which is described in Book 5027 at Page 2909 of the New Hanover County Registry; and,

WHEREAS, the above described tracts are adjacent to one another; and,

WHEREAS, both parties recognize the benefits to create a mutual twenty- four foot (24') access easement and shared underground stormwater runoff system to benefit their respective lots; and

WHEREAS, both parties have proposed site plans which would create such mutual access and a shared underground stormwater runoff system between their respective lots; and,

WHEREAS, the parties desire to create access easements for ingress and egress to promote traffic flow over and across portions of the respective properties which are or will be used as the entrance driveway which is located within twelve feet (12') of the shared boundary line between the parties as shown on the attached Exhibit A and a shared easement for installation, maintenance and repair to the shared underground stormwater runoff system as installed.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, other valuable consideration and the sum of One Dollar (\$1.00) in hand paid each to the other, the receipt and sufficiency of which is hereby acknowledged by the parties, C.R. Rogers and Housewright do hereby agree as follows:

- 1. DEFINITIONS: For the purpose of this Agreement the following shall be defined terms:

a. The "C.R. Rogers Property" shall be defined as all of that property conveyed to C.R. Rogers & Sons, Inc. in Book 5054 at Page 2515 of the New Hanover County Registry, and being more particularly described as all of Lot 11 of College Park Subdivision, Section C according to a map or plan of said subdivision by M.H. Loughlin, Registered Land Surveyor, lying East of and adjacent to the Housewright Property as defined in 1(b) below.

b. The "Housewright Property" shall be defined as being all of the property described in Book 5027 at Page 2909 of the New Hanover County Registry, and being more particularly described as all of Lot 10 of College Park Subdivision, Section C according to a map or plan of said subdivision by M.H. Loughlin, Registered Land Surveyor, lying West of and adjacent to the C.R. Rogers Property.

2. **C.R. ROGERS EASEMENT TO HOUSEWRIGHT:** Subject to the conditions set forth below, C.R. Rogers hereby gives, conveys and grants to Housewright, their agents, employees, customers, invitees, tenants, licensees, successors and assigns a non-exclusive perpetual easement for ingress and egress, for vehicular traffic over and across that portion of the C.R. Rogers Property as defined in 1(a) above which lies within the easement area and an easement for installation, maintenance and repair of the joint underground stormwater runoff system which will be installed beneath the shared driveway easement, as more particularly described in Exhibit A.

3. **HOUSEWRIGHT EASEMENT TO C.R. ROGERS:** Subject to conditions set forth below, Housewright hereby gives, conveys and grants to C.R. Rogers, their agents, employees, customers, invitees, tenants, licensees, successors and assigns a non-exclusive perpetual easement for ingress and egress, for vehicular traffic over and across that portion of the Housewright Property as defined in 1(b) above which lies within the driveway easement area and an easement for installation, maintenance and repair of the joint underground stormwater runoff system which will be installed beneath the shared driveway easement, as more particularly described in Exhibit A.

4. **CONDITIONS:** The following conditions shall apply to these easements:

a. Both parties acknowledge that the cross access easements granted herein are limited to vehicular traffic usage that does not disrupt or interfere with the business or businesses operating on the respective properties, and for the installation, maintenance and repair of the underground stormwater runoff system located underneath the entrance driveway.

b. Each respective property owner shall have the right and power to enact reasonable rules concerning the use and operation of the easement areas by vehicles, which rules shall not interfere with either parties' reasonable use of the easements.

c. Neither party shall utilize the easements in any manner which would be detrimental to the operation of the business or businesses located on the respective properties, which are the subject of the easements.

d. The cost to design, construct, maintain and repair said easements shall be born equally by the parties.

e. The parties agree for themselves, their heirs and assigns not to obstruct or block the driveway and parking area, to exercise courtesy and consideration for the other in using the driveway and to share equally in the cost of maintaining and repairing the driveway and the stormwater runoff system.

f. It shall be an affirmative covenant running with the land that all reasonable costs to construct and properly maintain the above described driveway and parking area shall be born equally by the parties, their heirs or successors in title and that all invoices presented for the necessary work done to maintain the driveway and parking area and keep them in proper condition shall be divided equally and paid promptly by the parties, their heirs or successors in title. Failure of one party to do so within thirty (30) days of the presentment of the invoice in question shall give rise to the right of the other party to pay the bill in full and take a money judgment against the non-paying party. The money judgment shall include reasonable attorney's fees and cost.

5. **EXPRESS EASEMENTS ONLY:** The easements granted herein are not intended to be a dedication or grant of any portion of these easements to the general public or for any public purpose. The rights of any person or entity to make use of the easements granted herein or any portion thereof is by permission granted in accordance with this Agreement only.

6. **EASEMENTS APPURTENANT:** The easements granted herein shall be effective upon execution and recording of this Agreement. The easements provided for herein shall run with the land and shall be appurtenant to and run with the respective properties. The easements provided herein shall inure to the benefit and be binding upon the respective successors, assigns, heirs and tenants of each party hereto and the tenants, customers, employees and invitees of such parties and shall remain in full force and effect and shall be unaffected by any change in ownership of the property described herein or by any change of use, demolition, reconstruction expansion or other circumstances except as specified herein. The agreement and undertakings by each party hereto shall be enforceable by any action in law or equity.

TO HAVE AND TO HOLD the above granted and described easements and rights of way, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto both parties, Their successors and assigns, licensees and invitees, in fee simple, forever;

And C.R. Rogers, for itself, its heirs, successors and assigns, does covenant to and with the said Housewright, its heirs, successors and assigns, that it is seized in fee of the above granted and described property referred to in Paragraph 1(a); that it has good right to sell and convey the described easements and rights of way; that the same is free and clear from any and all restrictions, easements or encumbrances except those of record in the New Hanover County Registry; and that it will, and its executors, administrators, successors and assigns shall warrant and defend the title to said easements and rights of way against the lawful claims and demands of any and all persons whomsoever.

And Housewright, for itself, its heirs, successors and assigns, does covenant to and with the said C.R. Rogers, its heirs, successors and assigns, that it is seized in fee of the above granted and described property referred to in Paragraph 1(b); that they have good right to sell and convey the described easements and rights of way; that the same is free and clear from any and all restrictions, easements or encumbrances except those of record in the New Hanover County Registry; and that they will and their heirs, executors, administrators, successors and assigns shall warrant and defend the title to said easements and rights of way against the lawful claims and demands of any and all persons whomsoever.

IN TESTIMONY WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

C.R. ROGERS & SONS, INC.

By: William S. Rogers  
Name: William S. Rogers  
Title: President

HOUSEWRIGHT, INC.

By: Kyle L. Zupan  
Name: Kyle L. Zupan  
Title: President

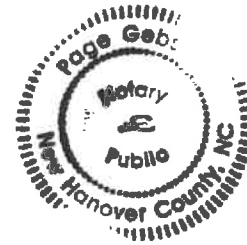
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Page Gebser, a Notary Public in and for said County and State, do hereby certify that William S Rogers personally came before me this day and acknowledged that he is \_\_\_\_\_ President of C.R. ROGERS & SONS, INC., a North Carolina corporation which is the company described in and which executed the foregoing instrument; [CHECK ONE]  (i) I have personal knowledge of the identity of the principal; or  (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a \_\_\_\_\_.

Witness my hand and official seal, this the 1st day of ~~May, 2007~~ Oct 2007

Page Gebser  
Notary Public

My Commission Expires: August 25, 2012



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Page Gebser, a Notary Public in and for said County and State, do hereby certify that Kyle L Zupan personally came before me this day and acknowledged that he is \_\_\_\_\_ President of HOUSEWRIGHT, INC., a North Carolina corporation which is the company described in and which executed the foregoing instrument; [CHECK ONE]  (i) I have personal knowledge of the identity of the principal; or  (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a \_\_\_\_\_.

Witness my hand and official seal, this the 3rd day of ~~May, 2007~~ October 2007

Page Gebser  
Notary Public

My Commission Expires: August 25 2012









REBECCA P. SMITH  
REGISTER OF DEEDS, NEW HANOVER  
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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**Filed For Registration:** 10/05/2007 11:44:04 AM  
**Book:** RE 5238 Page: 2598-2603  
**Document No.:** 2007049269  
ESMNT 6 PGS \$26.00  
**Recorder:** CRESWELL, ANDREA

State of North Carolina, County of New Hanover

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.  
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

**\*2007049269\***

2007049269