

WAKE COUNTY, NC 80
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/27/2018 12:30:34
STATE OF NC REAL ESTATE
EXCISE TAX: \$39,800.00
BOOK:017054 PAGE:02228 - 02234

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$39,800.00

Parcel Identifier No. 0762000442; 0752904495; and 0752809324

Mail to: Danna L. Horton, Esq., Katten Muchin Rosenman LLP, 525 W. Monroe St., Chicago, IL 60661-3693

This instrument was prepared by: Kilpatrick Townsend & Stockton LLP (DRF), 4208 Six Forks Road, Suite 1400, Raleigh, NC 27513

Brief description for the Index: 9000 and 11000 Regency Parkway

THIS DEED made this 26th day of February, 2018, by and between

GRANTOR

**TDC REGENCY LAKEVIEW, LLC,
a Delaware limited liability company**

**5310 S. Alston Ave., Suite 210
Durham, NC 27713**

GRANTEE

**REGENCY LAKEVIEW GL LP,
a Delaware limited partnership**

**c/o iStar Inc.
1114 Avenue of the Americas
New York, New York 10036**

Enter in appropriate block for each Grantor and Grantee: name, mailing 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 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 that certain lot or parcel of land situated in the Town of Cary, Wake County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the "**Land**").

GRANTOR RESERVES AND RETAINS all of the buildings, structures, improvements, fixtures, furniture, equipment, heating, ventilation, air conditioning, plumbing, electrical, mechanical, utility and life safety systems, and all building fixtures and furniture therein (including parking areas, and driveways) now or hereafter located on the Land, including, without limitation, all plants, apparatus, appliances, furnaces, boilers, engines, motors, compressors, dynamos, elevators, fittings, machinery, piping, connections, conduits, ducts, equipment, partitions, furnishings, medical equipment, personal property and operating systems of every kind and description now or hereafter affixed and attached to any such building, structure or improvement or now or hereafter used or procured for use in connection with the elevator, heating, cooling, lighting, plumbing, ventilating, air-conditioning, refrigeration, cleaning, security, telecommunications or general operation of any such buildings, structures or improvements or its fixtures, equipment or machinery from time to time (collectively, the "**Improvements**"), but subject to and only for so long as that certain ground lease agreement of the Land by and between Grantee (and its successors and assigns), as ground lessor, and Grantor (and its successors and assigns), as ground lessee, remains in full force and effect, which ground lease is the subject of a memorandum of ground lease being recorded immediately following the recording of this deed. For the avoidance of doubt, Grantor's reservation of the Improvements is subject to Grantee's reversionary interest therein in the Improvements on the Land, which Improvements shall convey to Grantee effective upon termination of such ground lease.

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

The Land hereinabove described was acquired by Grantor by instrument recorded in Book 16671, Page 2234, Wake County Registry.

A map showing the Land is recorded in Book of Maps 1998, Page 1138 and Book of Maps 1996, Page 1190, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid Land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

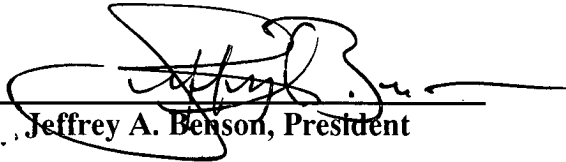
And Grantor covenants with Grantee, that Grantor has done nothing to impair such title to the Land as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

See Exhibit B attached hereto and incorporated herein by reference.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

TDC REGENCY LAKEVIEW, LLC,
a Delaware limited liability company

By: 
Jeffrey A. Benson, President

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

I certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- 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 _____

A credible witness has sworn to the identity of the principal(s);
each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jeffrey A. Benson, President

Date: 2-20-18


Nicole Matthews Notary Public
(print name)

(official seal)



My commission expires: 12-6-19

EXHIBIT A

TRACT I:

BEING ALL OF LOT C6B-2 CONTAINING APPROXIMATELY 6.520 ACRES AS SHOWN ON RECOMBINATION MAP LOTS C6B-1 AND C6B-2 RECORDED IN BOOK OF MAPS 1998, PAGE 1128, WAKE COUNTY REGISTRY.

TRACT II:

BEING ALL OF LOT C6B-1 CONTAINING APPROXIMATELY 11.223 ACRES AS SHOWN ON RECOMBINATION MAP OF LOTS C6B-1 AND C6B-2 RECORDED IN BOOK OF MAPS 1998, PAGE 1128 WAKE COUNTY REGISTRY.

TRACT III:

BEING ALL OF LOT C6B-4A CONTAINING APPROXIMATELY 9.022 ACRES AS SHOWN ON RECOMBINATION SURVEY FOR THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, CARY, WAKE COUNTY, NC DATED MAY 28, 1996, AND RECORDED IN BOOK 1996, PAGE 1190, WAKE COUNTY REGISTRY.

TOGETHER WITH ALL EASEMENTS, LICENSES, RIGHTS AND PRIVILEGES APPURTENANT TO THE ABOVE DESCRIBED PROPERTIES, INCLUDING WITHOUT LIMITATION, PARKING AND ACCESS EASEMENTS, PURSUANT TO THAT RECIPROCAL EASEMENT AGREEMENT DATED AUGUST 31, 1998 AND RECORDED IN BOOK 8144, PAGE 600, WAKE COUNTY REGISTRY; AS AMENDED BY THE DECLARATION OF AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 10845, PAGE 1759, WAKE COUNTY REGISTRY.

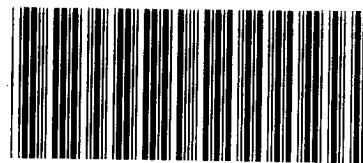
TOGETHER WITH THE BENEFIT OF THE OPTION TO REPURCHASE A PORTION OF THE EASEMENT AREA AS SET FORTH IN THAT CERTAIN DEED OF EASEMENT FOR ACCESS AND PARKING AND OPTIONS, DATED DECEMBER 30, 2002, RECORDED JANUARY 6, 2003 IN BOOK 9838, PAGE 819, AS AFFECTED BY AN AMENDMENT TO DEED OF EASEMENT FOR ACCESS AND PARKING AND OPTIONS RECORDED MAY 23, 2013 IN BOOK 15283, PAGE 2724 OF WAKE COUNTY, NORTH CAROLINA.

EXHIBIT B

1. Taxes for the year 2018, a lien not yet due and payable, and all subsequent years.
2. Easements and any other facts as shown on plat recorded in Book of Maps 2012, Page 199, Wake County Registry.
3. Stormwater Control Structure and Access Easement and Agreement (Corporate) to the Town of Cary, a municipal corporation of the State of North Carolina recorded in Book 14715, Page 478, Wake County Registry.
4. Reciprocal Easement Agreement to Sterling Apartments, LLC, a North Carolina limited liability company recorded in Book 8144, Page 600; and as amended by Book 10845, Page 1759, Wake County Registry.
5. Easements and any other facts as shown on plat recorded in Book of Maps 1999, Page 1032, Wake County Registry.
6. Easements and any other facts as shown on plat recorded in Book of Maps 2006, Pages 1535-1537, Wake County Registry.
7. Deed of Easement for Access and Parking and Options to the Town of Cary, a municipal corporation of the State of North Carolina recorded in Book 9838, Page 819; and as affected by Book 15283, Page 2724, Wake County Registry.
8. Easement (Utility) to Carolina Power and Light Company recorded in Book 2911, Page 661, Wake County Registry.
9. Easements and any other facts as shown on plat recorded in Book of Maps 1996, Page 1190, Wake County Registry.
10. Easements and any other facts as shown on plat recorded in Book of Maps 1985, Page 1466, Wake County Registry.
11. Access and Greenway Easement to the Town of Cary, a municipal corporation of the State of North Carolina recorded in Book 7154, Page 1, Wake County Registry. (Tracts I and II only)
12. Easements and any other facts as shown on plat recorded in Book of Maps 1998, Page 781, Wake County Registry.
13. Easements and any other facts as shown on plat recorded in Book of Maps 1998, Page 1128, Wake County Registry.
14. Stormwater Discharge Easement to Rexford LLC, a North Carolina LLC recorded in Book 8207, Page 2480, Wake County Registry. (Tracts I and III only)
15. Terms, provisions, covenants, conditions, easements and restrictions as provided in Declaration of Covenants, Conditions and Restrictions, recorded in Book 6933, Page 342; as affected by Book

7112, Page 641; Book 7135, Page 870; Book 7164, Page 610; Book 7951, Page 408; Book 10845, Page 1765; Book 9207, Page 1173; Book 11575, Page 2069; Book 12229, Page 445; Book 12305, Page 982; Book 12825, Page 630; Book 14129, Page 626; and Book 16671, Page 2230, Wake County Registry. (Tract III only)

16. Easement to American Telephone and Telegraph Company recorded in Book 901, Page 673, Wake County Registry. (Tract III only)
17. Easements and any other facts as shown on plat recorded in Book of Maps 1996, Page 739, Wake County Registry.
18. Littoral or Riparian rights, if any, of the property owners abutting Symphony Lake in and to the waters of Symphony Lake and in and to the bed thereof; also boating and fishing rights of property owners abutting Symphony Lake or stream of water leading thereto or therefrom.
19. Any inaccuracy in the area, square footage or acreage of the Land to be insured hereunder.
20. Rights of tenants in possession, as tenants only, under prior unrecorded leases and with no options to purchase or rights of first refusal.



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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.

**Charles P. Gilliam
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

_____ 7 # of Pages LG