

Excise Tax: \$56,800.00

Recording Time, Book and Page

Tax Lot No. 0725255196

Parcel Identifier No. 0078272

Mail after recording to: Grantee

This instrument was prepared by: Christopher H. Roede, Poyner Spruill LLP, 301 Fayetteville Street, Suite 1900, Raleigh, NC 27601

Brief description for the Index: New Lot 1 Amberly Place

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED, made this the 31st day of August, 2021, by and between

GRANTOR	GRANTEE
GB Amberly Place, LLC, a Florida limited liability company c/o The Sembler Company 5858 Central Avenue St. Petersburg, FL 33707	Amberly MZL LLC, a Delaware limited liability company 254 West 31 st Street, Fourth Floor New York, New York 10001

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 together with the improvements located thereon situated in White Oak Township, Wake County, North Carolina and more particularly described as follows:

Submitted electronically by "Poyner Spruill LLP" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

Lying and being situate in Wake County, North Carolina, and being more particularly described as follows:

BEING all of that certain 17.826 acre parcel designated as "New Lot 1" as shown on that map entitled "Subdivision Map of Amberly Place" for GB Amberly Place LLC recorded in Book of Maps 2018, Pages 1831 to 1837, Wake County Registry.

TOGETHER WITH the appurtenant easements set forth in the Declaration of Restrictions, Covenants and Conditions and Grant of Easements recorded in Book 16831, Page 186, as amended by that First Amendment to Declaration of Restrictions, Covenants, Conditions and Grant of Easements recorded in Book 18458, Page 19, Wake County Registry.

The Property conveyed herein does not include the primary residence of Grantor.

The Property was acquired by Grantor by deed recorded in Book 016831, page 0158, Wake County Registry.

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 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, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

This property is conveyed subject to those restrictions and easements of record affecting said property set forth on Exhibit A attached hereto.

(Signatures continued on following page)

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Helen M. Camp
Print Name: Helen M. Camp

Sandra Joseph
Print Name: Sandra Joseph

GB AMBERLY PLACE, LLC, a Florida limited liability company

By: The Sembler Company, a Florida corporation, its Manager

By: Gregory S. Sembler
Name: Gregory S. Sembler
Its: President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24 day of August, 2021, by Gregory S. Sembler, as President of The Sembler Company, a Florida corporation, on behalf of the corporation as the Manager of GB AMBERLY PLACE, LLC, a Florida limited liability company, on behalf of the company. He ☒ personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

Janine M. Smith
Notary Public (SEAL)

Legibly print name of notary public

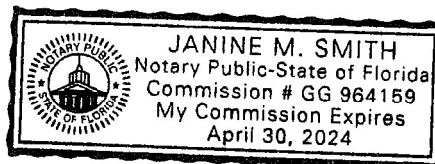


EXHIBIT "A"**TO SPECIAL WARRANTY DEED****(Permitted Exceptions)**

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.
2. Rights of tenants in possession, as tenants only, under unrecorded leases without rights of first refusal or options to purchase.
3. Permanent Slope Easements contained or conveyed in those Deeds of Easements for Permanent Slope and Temporary Construction Purposes to the Town of Cary and Department of Transportation recorded in Book 13968, Page 1909 and Book 13968, Page 1931, Wake County Registry, and shown on the Survey.
4. Drainage Easement to the Town of Cary recorded in Book 13968, page 1925, Wake County Registry, and shown on the Survey.
5. Utility Easements to the Town of Cary recorded in Book 13968, Page 1935 and Book 13968, Page 1901, Wake County Registry, and shown on the Survey.
6. Utility and Pipeline Easement to the Town of Cary recorded in Book 15071, Page 777, Wake County Registry, and shown on the Survey.
7. Easements to Carolina Power and Light Company recorded in Book 1418, Page 508; Book 1958, Page 429; and Book 2525, Page 140, Wake County Registry.
8. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.
9. Declaration of Restrictions, Covenants and Conditions and Grant of Easements recorded in Book 16831, Page 186, as amended by that First Amendment to Declaration of Restrictions, Covenants, Conditions and Grant of Easements recorded in Book 18458, Page 19, Wake County, Registry.
10. Annexation Ordinance recorded in Book 16790, Page 480, Wake County Registry.
11. Terms, conditions and provisions of that certain unrecorded Lease Agreement, including a Right of First Refusal, dated January 11, 2016 by and between Sembler Atlanta, Inc., a Georgia corporation, as landlord, and Publix North Carolina LP, a Florida limited partnership, as tenant, as amended by that certain unrecorded First Amendment to Lease Agreement dated June 22, 2017, a Memorandum of said Lease Agreement is recorded in Book 16831, Page 162, as affected by Omnibus Assignment and Assumption Agreement by and between Sembler Atlanta, Inc., as Assignor, and GB Amberly Place, LLC, as Assignee, dated June 29, 2017, as further amended by First Amendment to Memorandum of Lease recorded in Book 16933, Page 2292 and Second Amendment to Memorandum of Lease recorded in Book 18458, Page 30, Wake County Registry, in connection with Memorandum of Lease recorded in Book 16831, Page 162, Wake County Registry.
12. Easement to Duke Energy Progress, LLC recorded in Book 17124, Page 2790 and Book 17471, Page 681, Wake County Registry.
13. Easement to PSNC Energy recorded in Book 17180, Page 2424, Wake County Registry.
14. Easement to Public Service Company of North Carolina, Incorporated in Book 17204, Page 1288, Wake County Registry.

15. Subject to all matters as may be shown on plats recorded in Book 2016, Page 1411; Book of Maps 2018, Pages 1831- 1837; and Book of Maps 2019, Pages 1530-1531, Wake County Registry.
16. Easement to the Town of Cary recorded in Book 17267, Page 795, Wake County Registry.
17. Agreement Regarding Use Restrictions recorded in Book 17408, Page 57, Wake County Registry.
18. Terms, conditions and provisions in Lease to Sai Atarva, LLC, Tenant, as evidenced by that Memorandum of Lease recorded in Book 17740, Page 2668, Wake County Registry.
19. UCC Financing Statement listing the Debtor as RDR Capital L.L.C., the Owner as GB Amberly Place, LLC and the Secured Party as Dogwood State Bank recorded in Book 18526, Page 1645, Wake County Registry. (This exception applies only to Tenant's right, title and interest in and to those items described in said UCC-1).
20. Outparcel 4 Irrigation Line Easement Agreement recorded in Book 18541, Page 1063, Wake County Registry.
21. The following matters as shown on the ALTA/NSPS Land Title Survey dated July 16, 2021, by Matthew A. Timblin, PLS, Project No. 2210736.00 ("the Survey"):
 - a) 30' Type A Buffer;
 - b) Variable Width Town of Cary Utility and Pipeline Easement (BM 2018 PGS 1831-1837);
 - c) Variable Width Cross Access Easement (BM 2018 PGS 1831-1837);
 - d) 20' Town of Cary Pipeline (BM 2018 PGS 1831-1837);
 - e) Sight Distance Easement;
 - f) 50' Town of Cary Transition Buffer;
 - g) 50' Town of Cary Riparian Buffer;
 - h) 30' Streetscape
 - i) Stormwater Control Structure and Access Easement (BM 2018 PGS 1831-1837);
 - j) 20' Private Sanitary Sewer Easement (BM 2019 PGS 1530-1531);
 - k) 10' and 20' Town of Cary Utility and Pipeline Easements (remaining portion of 32' Town of Cary Utility and Pipeline Easement Centered Over Structure) (BM 2019 PGS 1530-1531);
 - l) R/W Dedication (BM 2018 PGS 1831-1837);
 - m) 51' Cross Access Easement (BM 2018 PGS 1831-1837);
 - n) storm drain lines, service utilities and manholes;
 - o) title to that portion of the property lying within the shaded areas designated as "R/W DEDICATION."
22. Permanent Drainage Easement to Town of Cary recorded in Book 13955, Page 1759, Wake County Registry, and shown on the Survey.
23. Agreement Regarding Use Restrictions recorded September 29, 2017 in Book 16925, Page 1487, Wake County Registry. (Applies to the Easement Estate Only)
24. Easements, setback lines and any other matters shown on plat recorded in Book of Maps 2021, Page 681, Wake County Registry. (Applies to the Easement Estate Only)
25. Agreement Regarding Use Restrictions recorded in Book 17269, Page 2507, Wake County Registry. (Applies to the Easement Estate Only)
26. Agreement Regarding Use Restrictions recorded in Book 17338, Page 1028, Wake County Registry. (Applies to the Easement Estate Only)

27. Terms, conditions and provisions in Lease to Fifth Third Bank, Tenant, as evidenced by that Memorandum of Lease recorded in Book 17408, Page 50, Wake County Registry. (Applies to the Easement Estate Only)
28. Outparcel 2 Reciprocal Easement Agreement recorded in Book 18058, Page 1107, Wake County Registry and Correction Affidavit recorded in Book 18058, Page 2351, Wake County Registry. (Applies to the Easement Estate Only)
29. Agreement Regarding Use Restrictions recorded in Book 18359, Page 1733, Wake County Registry. (Applies to the Easement Estate Only)