

FOR REGISTRATION  
Willie L. Covington  
REGISTER OF DEEDS  
Durham County, NC  
2014 OCT 15 04:34:51 PM  
BK: 7585 PG: 111-114  
DEED  
FEE: \$26.00  
EXCISE TAX: \$1,600.00  
INSTRUMENT #: 2014031672  
APRILJ



**NORTH CAROLINA SPECIAL WARRANTY DEED**

Tax Lot Nos.: 0820-17-10-7531 Parcel Identifier No. 211381

Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_  
by \_\_\_\_\_

**Excise Tax \$1,600.00**

Mail after recording to: Attorneys Title  
150 Fayetteville Street, Suite 510  
Raleigh, NC 27601  
Attention: D. Donovan Merritt

This instrument was prepared by: Gregory A. Randall, Esq.  
Holt Ncy Zatzoff & Wasserman, LLP  
100 Galleria Parkway, Suite 1800  
Atlanta, Georgia 30339

Brief description for the Index: Approx. 0.82 acres, Lot 2 in Pod BB-2, Hope Valley Farms

**THIS DEED** made as of this 15 day of October, 2014 by and between:

GRANTOR	GRANTEE
CASWYCK-HVF, LLC 4038 Chastetee Road Gainesville, GA 30506	DURHAM MO PROPERTY, LLC 1332 Main Street, Suite 30 Columbia, South Carolina 29201

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 Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land (**Property**) situated in the City of Durham, Durham County, North Carolina, and more particularly described as follows:

**Lot 2, Pod BB-2, Hope Valley Farms, as shown on Plat recorded in Plat Book 193, pages 226-227, Durham County, North Carolina Public Registry.**

The Property was acquired by Grantor by instrument(s) recorded in Book 1673, Page 44, Durham County, North Carolina Registry.

TO HAVE AND TO HOLD the Property 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 to the Property as Grantor received, and Grantor will warrant and defend the title to the Property against the lawful claims of all persons claiming by, under or through Grantor, but against none other, except for the exceptions hereinafter stated.

Title to the Property is subject only to the following exceptions: See Schedule 1 attached hereto and made a part hereof.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed the day and year first above written.

CASWYCK-HVF, L.L.C.,  
a Georgia limited liability company

By: Scenic Valley Co., LLC,  
Its Manager

By:   
Name: David M. Barron  
Title: Vice President

STATE OF NORTH CAROLINA

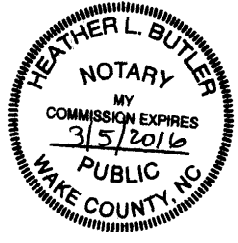
COUNTY OF Wake

I, Heather L. Butler, a Notary Public of Wake County, North Carolina, certify that David M. Barron personally came before me this day and acknowledged that he is the Vice President of Scenic Valley Co., LLC, which company is serving and hereby acting as Manager of Caswyck-HVF, LLC, a Georgia limited liability company, and that he, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and notarial seal this 15<sup>th</sup> day of October, 2014.

Heather L. Butler  
Notary Public

My Commission Expires: March 5, 2016



**SCHEDULE 1**  
**EXCEPTIONS**

1. Taxes for the year 2015, which are a lien, but not yet due and payable, and all subsequent years.
2. Terms, provisions, covenants, conditions, easements and restrictions as provided in instrument recorded in Book 4102, Page 879, Durham County Registry, but omitting any covenant, condition, easement, and/or restriction, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, source of income, disability, handicap or national origin unless and only to the extent that the covenant, condition, easement or restriction (a) is exempt under Title 42 of the United States Code or (b) related to a handicap, but does not discriminate against handicapped persons.
3. Terms, provisions, covenants, conditions, easements and restrictions as provided in instrument recorded in Book 1462, Page 912; Book 1960, Page 745 and Book 1980, Page 89, Durham County Registry, but omitting any covenant, condition, easement, and/or restriction, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, source of income, disability, handicap or national origin unless and only to the extent that the covenant, condition, easement or restriction (a) is exempt under Title 42 of the United States Code or (b) related to a handicap, but does not discriminate against handicapped persons.
4. Minimum setbacks, easements and any other facts as shown in Plat Book 193, Pages 226-227, Durham County Registry.
5. Stormwater Facility Agreement and Covenants (Commercial Version) to the City of Durham as recorded in Book 7528, Page 246, Durham County Registry.
6. Easement to Duke Power recorded in Book 170, Page 690, 691 and 20, Durham County Registry.
7. Easement to Duke Power recorded in Book 1731, Page 58; Book 1413, Page 554 and Book 1991, Page 192, Durham County Registry.
8. Easement to Duke Power recorded in Book 170, Page 510; and 590; Book 276, Page 302; Book 199, Page 235; Book 251, Page 660 and Book 252, Page 45; Deed Book 170, Pages 466, 519 and 529, Durham County Registry.

NOTE: Duke Energy claims no further interest in the easements mentioned above except the right to operate, maintain, rebuild and renew its existing facilities under the terms and conditions of said easements

10. Declaration of Covenants, Easements and Restrictions by Caswyck-HVF, LLC, dated October 15, 2014, filed for record on October 15, 2014, and recorded in Deed Book 7585, page 70, Durham County Registry.
11. Encroachments, overlaps, boundary line disputes, deficiency in amount of area, rights, easements, ditches, cartways, setbacks, rights of parties in possession, interests or claims identified on the survey made by Rodney E. Abney Jr. dated September 22, 2014 and last revised October 8, 2014.