

Excise Tax \$ 25,082.00

Recording Time, Book and Page

Tax Parcel IDs.: 126269

Prepared by: Williams Mullen, Chris Trusk, 301 Fayetteville Street, Suite 301, Raleigh, NC 27601

Mail after recording to: Grantee

Brief description for the Index: 1510 North Pointe Drive, Durham, NC 27705

NORTH CAROLINA SPECIAL WARRANTY DEED

1. THIS DEED made as of this ___ day of June, 2022, by and between

<u>GRANTOR</u>	<u>GRANTEE</u>
NORTH POINTE-CGL, LLC, a Virginia limited liability company 222 Central Park Avenue, Suite 2100 Virginia Beach, Virginia 23462	RKS COST LLC, a Delaware limited liability company 600 Lexington Avenue, 14 th Floor New York, New York 10022

2. 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.
3. **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 the Grantee in fee simple, all that certain lot or parcel of land (the "**Property**") situated in the County of Durham, North Carolina, and more particularly described as follows:

In fee, all of the Property, more particularly described in Exhibit A attached hereto and made a part hereof for all purposes.

4. TO HAVE AND TO HOLD the Property and all privileges and appurtenances, including without limitation all easements, thereto belonging to Grantee and its successors and assigns in fee simple forever.
5. Grantor does hereby warrant the title to said Property, will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.
6. The Property does not contain the primary residence of Grantor.
7. Title to the Property and the warranties herein are subject to the matters more particularly described in Exhibit B attached hereto and made a part hereof.
8. The Property was acquired by Grantor by deed recorded in Book 3719, at Page 223 of the Official Records, Register of Deeds, Durham County, North Carolina.


[SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date provided in the notary block below.

GRANTOR:

NORTH POINTE-CGL, LLC,
a Virginia limited liability company

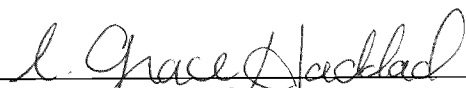
By: Armada Hoffer Manager, LLC, its Manager

By: 
Louis S. Haddad, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Louis S. Haddad, Manager of Armada Hoffer Manager, LLC, the Manager of NORTH POINTE-CGL, LLC, a Virginia limited liability company.

Date: June 28, 2022


Official Signature of notary

7890737
My Commission Expires

Elvire Haddad
Notary's printed or typed name, Notary Public

NOTE TO NOTARY PUBLIC: Ensure that entire notary seal fits within the box below and that all characters in the notary seal are clearly legible.

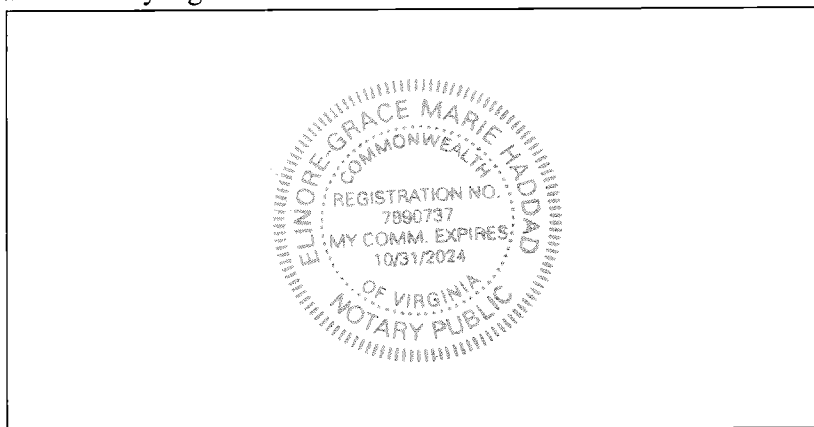


Exhibit A

Property Description

ALL that certain lot or parcel of land situate, lying, and being in Durham County, North Carolina, and more particularly described as follows:

BEING all of Lot 2 shown on that certain plat entitled "Final Exempt Subdivision Plat – North Pointe Development Associates LP, Phase II" recorded in Plat Book 143, at Page 157 in the Office of the Register of Deeds for Durham County, North Carolina.

TOGETHER WITH Grantor's interest in the benefits and burdens of the provisions contained in the Declaration of Restrictive Covenants, Easements and Conditions dated August 3, 2000, recorded August 28, 2000 in the Register's Office in Book 2898, Page 710, and contained in the Slope and Landscape Buffer Easement Agreement between North Pointe Development Associates, L.P. and Costco Wholesale Corporation, dated October 11, 1999, recorded in the Register's Office in Book 2724, Page 969 and re-recorded in Book 2898, Page 700.

TOGETHER WITH Grantor's interest in the benefits and burdens of the provisions of the Reciprocal Easement and Operating Agreement dated February 4, 1997 recorded in Book 2302, Page 606 in the Register's Office and the First Amendment to Reciprocal Easement and Operating Agreement dated February 9, 2000 recorded in Book 2786, Page 881 in the Register's Office.

Exhibit B

Permitted Exceptions

1. Non-delinquent real property taxes, water and sewer charges and all assessments which are not yet due and payable;
2. Any matter (including any lien, encumbrance or easement) voluntarily imposed or consented to in writing by Purchaser prior to or as of the date hereof;
3. Laws and governmental regulations governing the use, operation and maintenance of the Property;
4. Such state of facts as may be shown on an accurate and current survey or by inspection of the Property;
5. Easements, setback lines, and any other matters shown on plat(s) recorded in Plat Book 138, Page 217; Plat Book 143, Page 157; Plat Book 151, Page 49; and Plat Book 195, Page 215, Durham County Registry.
6. Declaration of Rights and Privileges of the City of Durham in Certain Sanitary Sewer Easements, recorded in Book 1510, Page 958, Durham County Registry.
7. Declaration of Restrictive Covenants, Easements and Conditions, recorded in Book 2898, Page 710, Durham County Registry.
8. Easement(s) to the City of Durham, recorded in Book 269, Page 505; Book 269, Page 690; and Book 270, Page 53, Durham County Registry.
9. Reciprocal Easement and Operation Agreement, recorded in Book 2302, Page 606, Durham County Registry.
10. Deed of Perpetual Easement (Remote) to GTE South Incorporated, recorded in Book 2438, Page 963, Durham County Registry.
11. Lease Agreement by and between North Pointe Development Associates, L.P. (as "Landlord") and Costco Wholesale Corporation (as "Tenant"), as evidenced by that Memorandum of Ground Lease recorded in Book 2724, Page 962, Durham County Registry. As affected by Assignment and Assumption of Ground Lease, recorded in Book 3179, Page 228, Durham County Registry. And as further affected by Subordination, Non-Disturbance and Attornment Agreement recorded in Book 3198, Page 778, Durham County Registry.
12. Deed of Greenway Easement to the City of Durham, recorded in Book 7846, Page 813, Durham County Registry.