

For Registration Willie L. Covington  
 Register of Deeds  
 Durham County, NC  
 Electronically Recorded  
 2015 Feb 24 01:20 PM NC Rev Stamp: \$ 976.00  
 Book: 7651 Page: 840 Fee: \$ 26.00  
 Instrument Number: 2015005159  
 DEED

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$976.00

Parcel Identifier No.: PIN: 0749-04-61-2046; Parcel Ref No.: 199741 Verified by \_\_\_\_\_ County on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 By: \_\_\_\_\_

Mail/Box to: Richard A. Galt, PLLC

This instrument was prepared by: Leslee Ruth Sharp, without benefit of title \_\_\_\_\_

Brief description for the Index: New Lot 6B Plat Book 193, Page 358 Durham County Registry \_\_\_\_\_

THIS DEED made this 23<sup>rd</sup> day of February, 2015, by and between

GRANTOR	GRANTEE
<p><b>JACK PARKER PROPERTIES NC, LLC</b>                      a Delaware limited liability company</p>	<p><b>DURHAM SELF STORAGE, LLC</b>                      a North Carolina limited liability company                      1320 Southeast Maynard Road, Suite 201                      Cary, North Carolina 27511</p>

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 City of Durham, Triangle Township, Durham County, North Carolina and more particularly described as follows:

**Being all of New Lot 6B as shown on that certain plat entitled "Subdivision Map of Jack Parker Properties NC, LLC Lincoln Park West 2-Lots 6B and 6D", prepared by Withers & Ravenel Engineers/Planners/Surveyors, recorded in Plat Book 193, Page 358, Durham County Registry.**

**BY ACCEPTANCE OF THIS DEED AND RECORDATION OF SAME GRANTEE ACKNOWLEDGES THAT THE PROPERTY IS PART OF THE LINCOLN PARK WEST COMMERCIAL DEVELOPMENT AND THAT THE LINCOLN PARK WEST COMMERCIAL DEVELOPMENT IS SUBJECT TO A MAJOR TRAFFIC SPECIAL USE PERMIT ("SUP") ISSUED BY THE CITY OF DURHAM; AND GRANTEE UPON RECORDATION OF THIS DEED ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SUP; FURTHER BY ACCEPTANCE AND RECORDATION OF THIS DEED, GRANTEE ACKNOWLEDGES THAT AS OF THE DATE OF TRANSFER IT HAS NOT RECEIVED A DETERMINATION FROM THE CITY OF DURHAM AS TO THE NUMBER OF VEHICLE TRIPS THAT WILL BE REQUIRED FOR ITS ANTICIPATED**

Submitted electronically by "Richard A Galt PLLC"  
 in compliance with North Carolina statutes governing recordable documents  
 and the terms of the submitter agreement with the Durham County Register of Deeds.

OF DURHAM AS TO THE NUMBER OF VEHICLE TRIPS THAT WILL BE REQUIRED FOR ITS ANTICIPATED DEVELOPMENT PROJECT ON THIS PROPERTY; AND GRANTEE FURTHER AGREES THAT IT WILL NOT DEVELOP THE PROPERTY FOR ANY USE WHICH WILL GENERATE MORE THAN 22 AM TRIPS AND 78 PM TRIPS; AND FURTHER GRANTEE AGREES THAT UPON APPROVAL AND ACCEPTANCE OF GRANTEE'S DEVELOPMENT PLANS BY THE CITY OF DURHAM NEITHER IT NOR ITS OR SUCCESSORS AND/OR ASSIGNS WILL DEVELOP THE PROPERTY FOR ANY USE WHICH WILL GENERATE MORE THAN THE ASSIGNED AND ALLOCATED NUMBER OF VEHICLE TRIPS AS ASSIGNED AND IDENTIFIED ON GRANTEE'S FINAL ACCEPTED PLANS AND AS CALCULATED PURSUANT TO THE SUP; AND GRANTEE AGREES AND ACKNOWLEDGES THAT ANY VEHICLE TRIPS REMAINING OUT OF THE 22 AM TRIPS AND 78 PM TRIPS NOT REQUIRED BY THE CITY OF DURHAM FOR GRANTEE'S DEVELOPMENT SHALL REVERT TO AND BE AVAILABLE TO GRANTOR. THIS RESTRICTION SHALL RUN WITH THE LAND.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5138, Page 678.

All or a portion of the property herein conveyed \_\_\_ includes or x does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 193, Page 358.

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, other than the following exceptions:

- (1) Covenants, conditions, restrictions, easements; other matters of record; and other matters, including but not limited to those shown on Exhibit "A" attached hereto.

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

JACK PARKER PROPERTIES NC, LLC (Entity Name)  
a Delaware limited liability company

Kenneth M. Fuller (SEAL)  
By: Kenneth M. Fuller  
Operating Manager

State of North Carolina  
County of Wake

I, Leslee Ruth Sharp, the undersigned Notary Public of the County and State aforesaid, certify that KENNETH M. FULLER, either being personally known to me or proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally appeared before me this day and acknowledged that he is OPERATING MANAGER of JACK PARKER PROPERTIES NC, LLC, a Delaware limited liability company, and that he as OPERATING MANAGER, being duly authorized, voluntarily executed the foregoing instrument for and behalf of the limited liability company for the purposes therein expressed.

Witness my hand and Notarial stamp or seal  
This 23 day of Feb, 2014.

(Official Stamp or Seal)

Leslee Ruth Sharp  
Notary Public  
Name: Leslee Ruth Sharp



My Commission Expires: February 3, 2019.

EXHIBIT "A"

Title Exceptions

Deed by and between  
Jack Parker Properties NC, LLC as Grantor  
and  
Durham Self Storage, LLC as Grantee

(1) Declaration of Easements, Covenants and Conditions (Stormwater) recorded in Book 4521, Page 668, as amended in that certain Amendment recorded in Book 5084, Page 884, re-recorded in Book 5501, Page 790, Durham County Registry;

(2) Stormwater Facility Agreement and Covenant Version 082203 by and between Parker-Raleigh Development XXXII LLC as Permittee and the City of Durham as City recorded in Book 5039, Page 289, Durham County Registry and as assumed by Jack Parker Properties NC, LLC pursuant to that Assumption of Stormwater Facility Operation and Maintenance Permit Agreement dated August 29, 2007 and recorded in Book 5737, Page 250, Durham County Registry;

(3) Declaration of Cross-Access and Utility Easements Lincoln Park West - Lots 2, 3 and 6 recorded in Book 2666, Page 430, Durham County Registry; as amended and restated per Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 5084, Page 847, Durham County Registry.

(4) Declaration of Easements, Covenants and Conditions recorded in Book 4521, Page 653, Durham County Registry.

(5) Driveway Easement and Maintenance Agreement recorded in Book 4521, Page 684, Durham County Registry.

(6) Declaration of Easements and Assignment of Certain Declarant Rights recorded in Book 5084, Page 816, Durham County Registry.

(7) Declaration of Restrictions Regarding TSUP and Trip Generation Allocation recorded in Book 5288, Page 861, Durham County Registry.

(8) Matters shown on plats recorded in Plat Book 142, Page 80; Plat Book 143, Page 176; Plat Book 145, Page 109; Plat Book 162, Page 269; Plat Book 175, Page 61; Plat Book 175, Page 64; and Plat Book 193. Page 358, all of the Durham County Registry.

(9) Rights of ways and easements for access and utilities currently located on the property.

(10) Ad valorem Taxes for 2015 limited to New Lot 6B.