

For Registration Sharon A. Davis
Register of Deeds
Durham County, NC
Electronically Recorded
2018 Jul 20 12:31 PM NC Rev Stamp: \$ 4150.00
Book: 8470 Page: 292 Fee: \$ 26.00
Instrument Number: 2018025155
DEED

**NORTH CAROLINA
SPECIAL WARRANTY DEED**

Excise Tax: **\$4,150.00**

Recording Time, Book and Page

Tax Map No.

Parcel Identifier No.

Prepared by: Dow Golub Remels and Gilbreath, PLLC
Mail after recording to: GRANTEE

THIS DEED is made as of the 19th of July, 2018 by and between

GRANTOR: PRINCETON VILLAS LLC, a North Carolina limited liability company
Mailing Address: 1000 East Cesar Chavez, Austin, Texas 78702

GRANTEE: SOUTHERN CREEK RESIDENTIAL DURHAM I, LLC, a Delaware limited liability company
Mailing Address: 2415 San Felipe, #22, Houston, Texas 77019

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, Durham County, North Carolina, and more particularly described as follows: SEE ATTACHED EXHIBIT A.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 7799, Page 515.

A map showing the above described property is recorded in Plat Book ____, Page _____.

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 that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, but not otherwise, except for the exceptions hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements properly of record, if any and current year ad valorem taxes.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE PRIOR TO THE DATE HEREOF HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT OTHER THAN THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED JUNE 11, 2018 BETWEEN GRANTOR AND GRANTEE, AS SUCCESSOR IN INTEREST TO SOUTHERN CREEK CAPITAL, L.L.C. (THE "AGREEMENT"), IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES INCLUDING ANY BROKER, OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT AND THE TITLE WARRANTIES SET FORTH IN THIS DEED. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE) THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES EXCEPT WITH RESPECT TO THE

REPRESENTATIONS AND WARRANTIES OF GRANTOR EXPRESSLY SET FORTH IN THE AGREEMENT AND THE TITLE WARRANTIES SET FORTH IN THIS DEED, GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE AND THE PURCHASE OF THE PROPERTY BY GRANTEE, GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY ON THE DATE HEREOF IN ITS "AS IS," "WHERE IS" CONDITION, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, AND TITLE WARRANTIES EXPRESSLY SET FORTH IN THIS DEED. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY WARRANTY OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT AND THE TITLE WARRANTIES SET FORTH IN THIS DEED, AND GRANTOR AND GRANTOR'S OFFICERS, AGENTS (INCLUDING BROKERS), DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES (COLLECTIVELY, "GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND EXPRESSLY AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED), OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO: (I) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE; (II) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, MOLD, LEAD PAINT, OR THE COMPLIANCE OF THE PROPERTY WITH ALL REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY OTHER FEDERAL, STATE OR LOCAL LAW RELATING TO THE ENVIRONMENT, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER ("ENVIRONMENTAL LAWS"); AND (III) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. EXCEPT TO THE EXTENT ANY RISK, LIABILITY, CLAIM, DAMAGE OR COST RELATES TO A SPECIFIC REPRESENTATION OF GRANTOR SET FORTH IN THE AGREEMENT, GRANTEE HEREBY EXPRESSLY AGREES TO ACCEPT THE PROPERTY SUBJECT TO ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS, INCLUDING ANY LIABILITY WITH RESPECT TO ENVIRONMENTAL

EXHIBIT A**LEGAL DESCRIPTION**

THE REAL PROPERTY LOCATED AT 1700 CHAPEL HILL ROAD, DURHAM, NORTH CAROLINA 27707, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE IN THE PROPERTY LINE ON THE NORTHWEST SIDE OF CHAPEL HILL ROAD, AT THE NORTHEAST CORNER OF LOT #5 OF THE W.E HOLT PROPERTY, AND RUNNING THENCE NORTH 50° 40' WEST 181.14 FEET TO A STAKE; THENCE NORTH 41° 26' EAST 113.52 FEET TO A STAKE IN THE PROPERTY LINE ON THE SOUTH SIDE OF MOREHEAD AVENUE; THENCE ALONG AND WITH THE PROPERTY LINE ON THE SOUTH SIDE OF MOREHEAD AVENUE SOUTH 87° 09' EAST 12.8 FEET TO A STAKE; THENCE CONTINUING ALONG AND WITH THE PROPERTY LINE ON THE SOUTH SIDE OF MOREHEAD AVENUE SOUTH 81° 59' EAST 208.4 FEET TO A STAKE AT THE BEGINNING OF A CURVE; THENCE IN A CURVE WITH A RADIUS OF 12.5 FEET IN A SOUTHEASTERN DIRECTION AS THE PROPERTY LINE ON THE SOUTH SIDE OF MOREHEAD AVENUE TURNS INTO THE PROPERTY LINE ON THE NORTHWEST SIDE OF CHAPEL HILL ROAD 30.72 FEET TO A STAKE; THENCE SOUTH 35° 57' EAST 6.5 FEET TO A STAKE IN THE CURB LINE ON THE NORTHWEST SIDE OF CHAPEL HILL ROAD; THENCE ALONG AND WITH THE CURB LINE ON THE NORTHWEST SIDE OF CHAPEL HILL ROAD IN CURVE WITH A RADIUS OF 494.44 FEET IN A SOUTHWESTERN DIRECTION 111.32 FEET TO A STAKE; THENCE CONTINUING ALONG AND WITH THE CURB LINE ON THE NORTHWEST SIDE OF CHAPEL HILL ROAD SOUTH 42° 14' WEST 50 FEET TO A STAKE; THENCE NORTH 50° 36' WEST 9.3 FEET TO A STAKE IN THE PROPERTY LINE ON THE NORTHWEST SIDE OF CHAPEL HILL ROAD SOUTH 42° 27' WEST 50 FEET TO A STAKE, THE POINT OF BEGINNING AND BEING THE PROPERTY OF LANDMARK INVESTMENT COMPANY AS PER PLAT AND SURVEY OF CREDLE ENGINEERING COMPANY, DATED AUGUST 28, 1967 AND NOW ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS OF DURHAM COUNTY IN PLAT BOOK _____ PAGE _____ TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAME. ALSO BEING LOTS #6, 7 AND 8 OF THE W.E. HOLT PROPERTY, PLAT BOOK 2 PAGE 31 DURHAM COUNTY REGISTRY.